United States Court of Appeals

for the Second Circuit

EXHIBITS

ORIGINAL

74-1674

B P/S

United States Court of Appeals

For the Second Circuit

VIACOM INTERNATIONAL INC., VIACOM LATINO AMERICANA INC., VIACOM JAPAN INC., VIACOM CANADA LIMITED, VIACOM VIDEO-AUDIO COMUNICACOES LIMITADA, VIACOM INTERNATIONAL LIMITED, VIACOM S. A. and VIACOM INTERNATIONAL PTY. LIMITED,

Plaintiffs-Appellees,

v.

TANDEM PRODUCTIONS, INC.,

Defendant-Appellant.

EXHIBITS

VOLUME I OF TWO VOLUMES

(Pages 851 to 1083)



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INDEX OF EXHIBITS

Plaintiff's Ex.	Description	Page
7	Memorandum 6/30/70 Jencks to Wood	851
9	Letter 8/18/70 from Hayes to Sipes	852
10	Copy of Letter 9/22/70 from Hayes to Cohn	855
12	Letter 9/25/70 from Perry to Cohn	859
14	Letter 9/30/70 from Perry to Hayes	867
16	Letter 10/6/70 from Hayes to Perry	868
18	Letter 10/20/70 from Perry to Hayes	870
20	Letter 11/13/70 from Daly to Tandem	872
21	Memorandum 11/25/70, Wellman to File	873
22	Memorandum 1/1/71 from Perry to Block	874
26	Memorandum 1/15/71, Wellman to Block	875
27	Memorandum 1/19/71 from von Klemperer to Mizwinski	876
29	Letter 3/26/71, Hayes to Sipes	877
30	Memorandum 3/29/71, Feinberg to Wellman	879
31	Memorandum 3/30/71, Wellman to Gilson	880
32	Letter 3/31/71, Perry to Partnoy--Def.'s Ex.	881
33	Memorandum 4/5/71, Nelson to Perry--Def.'s Ex.	882
34	Letter 4/12/71, Partnoy to Perry	884
35	Letter 4/13/71, Partnoy to Perry	886
36	Memorandum 4/12/71, Gilson to Wellman	888
37	Memorandum 4/28/71, Wellman to Gilson	889

38	Memo 5/12/71 from Wellman to Gilson	890
39	Memo 5/14/71 from Wellman to von Klemperer	891
41	Memo 5/18/71, Gilson to Wellman	892
42	Memo 5/24/71, Wellman to Gilson	893
44	Letter 6/3/71 to J. William Hayes	894
47	Letter 6/9/71 from Cohn to Block	895
48	Letter 6/9/71 from Perry to Cohn	897
53	Letter 6/14/71 from Gilson to Wellman	898
54	Letter 6/18/71 from Wellman to Gilson	899
56*	Letter 6/18/71 from Perlberger to Lear	900
57	Memo 6/25/71 from Nelson to Perry--Def.'s Ex.	903
59	Memo 7/1/71 from Perry to Daly--Def.'s Ex.	905
62	Letter 7/28/71 from Nelson to Hayes	906
63	Letter 7/29/71 from Wing to Perlberger	907
64A	Copy of letter 8/26/71 from Harrison to Nelson	918
65A	Memorandum of agreement dated as of July 10, 1970	920
66	Letter agreement between CBS and Tandem	930
69	Memo 11/10/71 Wellman to Kane	932
70	Memo, November 23, 1971, Wellman to Irwin	933
71	Memo, December 7, 1971, Wellman to Irwin	934
72	Memo 12/14/71 Wellman to Irwin	935
73	Memo 12/14/71 Wellman to Irwin	936

* Defendant's motion to strike the exhibits so marked was granted by the Trial Court.

74	Letter, 4/30/73 Wellman to Tolep	937
76	Memorandum, June 25, 1970 Cohn to Lear	938
78	Letter 7/7/70 Beryl Vertue to Norman Lear	940
79*	Letter 7/10/70 Perlberger to M.F. Farrar-Brown	942
80	Letter 7/10/70 Lear to Hayes	944
82	Letter, July 15, 1970, Lear to Cohn	945
84*	Letter 7/20/70 Perlberger to Cohn	946
85*	Letter 7/20/70 Lear to Perlberger	948
86	Letter 5/28/70 Vertue to Cohn	949
87*	Letter, July 24, 1970, Cohn to Perlberger	951
90	Letter 9/2/70 Hayes to Cohn	953
103	Letter 11/13/70 Perry to Hayes	954
112	Letter 12/10/70 Perry to Hayes	955
113	Letter 12/10/70 Perry to Hayes	956
114	Telegram 12/18/70 Cohn to Vertue	957
115	Telegram 12/21/70 Bertue to Cohn	958
116	Letter 1/5/71 Vertue to Cohn	960
128*	Letter 6/14/71 Perlberger to Lear	961
133*	Letter 6/18/71 Perlberger to Lear	962
133A	Annexed to Plaintiff's Exhibit 133-a handwritten note which appears to be a note from Sheldon Perry to Mr. Cohn	965
138*	Letter 8/6/71 Perlberger to Lear	966
147	Listing of awards either won directly by "All in the Family" or by participants or by reason of their "All in the Family" activities	968

* Defendant's motion to strike the exhibits so marked was granted by the Trial Court.

152	Memorandum 6/25/70 Hayes to Mark Brothers, et al.	970
158	Document executed Janaury 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions	973
159	Letter agreement between Tandem Productions and Johnny Speight, October 1971	1002
160	Document, November 22, 1971, amendment to the underlying rights agreement	1004
165	Letter 7/8/71 from Block to Yorkin--Def.'s Ex	1005
171	Letter 9/15/71 Nelson to Perlberger	1008
172	Letter 9/22/71 Perlberger to Nelson	1011
173	Letter 9/30/71 Nelson to Perlberger	1012
175	Letter 4/26/73 Christenfeld to Nelson	1013
400	Memo 2/34/70 Tankersley to Wood	1014
401	Memo 7/16/70 Wood to Jencks	1015
402	Letter 7/16/70 Perry to Hayes	1016
406	Memo 9/25/70 Tankersley to Wood, Silverman and Lafferty enclosing 9/25/70 Tankersley letter to Lear and 9/15/70 Lear letter to Downer	1017
410	12/31/70 Syndication Agreement between CTN and Viacom	1020
414	Memo 7/26/71 Perry to Nelson	1084
417	Memo 4/14/70 Wood to Dann	1085
420	Memo 1/18/71 Gilson to all officers	1086
421	Memo 1/20/71 Gilson to all officers enclosing "Press Comment" "All in the Family"	1087

431	Memo 3/4/71 Aden to all international officers enclosing 2/27/71 TV Guide review	1093
433	Memo 3/12/71 Aden to all international officers enclosing 2/27 Evening Outlook review	1095
434	Memo 3/19/71 Aden to all international officers enclosing 2/21/71 New York Times article: "Can Bigotry Be Laughed Away? It's Worth A Try"	1098
439	Memo 5/25/71 Aden to all international officers enclosing New York Times article: "'All in the Family Takes First Place in Nielsen Ratings'"	1101
508	Memo 11/29/71 Gilson to Irwin	1103
519	Memo 2/17/72 Block to Zeiger	1104
521	Letter 3/10/72 Block to Yorkin	1105
533	Letter 7/28/72 Sullivan to Perlberger enclosing Schedule "All in the Family"	1106
549	Letter 8/28/73 Sullivan to Nicol enclosing Schedule "All in the Family"	1111
553	Letter 8/12/70 Hayes to Nelson enclosing Schedule "Wally's Castle"	1113
555	Letter 12/2/70 Lear to Wood	1115
574	5/8/70 Telex Laferty to Sipes	1116
575	6/24/70 handwritten notes from Arthur Sekerak	1117
578	11/18/70 notice CBS to Station Managers	1120
580	9/14/73 Schedule "All in the Family-Ratings"	1121
582	3/20/72 Viacom 1971 Annual Report	1124
583	10/19/70 complete docket sheet Mt. Mansfield v. F.C.C.	1144

584	10/19/70 U.S.C.A. 2d Cir. order staying financial interest rule (CBC petitioner)	1153
585	10/19/70 U.S.C.A. 2d Cir. order staying financial interest rule (MCA intervenor)	1155
586	10/19/70 U.S.C.A. 2d Cir. order staying financial interest rule (Mt. Mansfield Television petitioner)	1157
587	8/19/70 Viacom Certificate of Incorporation	1159
588	4/25/69 CBS Restated Certificate of Incorporation	1172
589	Undated Viacom program order	1184
590	Undated program order summary	1249
593	Schedule dated 6/10/71 headed "All in the Family" repeat release Schedule No. 3, 1970-1971	1252
595	Letter dated 3/26/73 from Mr. Sunderland to Viacom purporting to terminate Viacom's distribution rights	1253
596	Memo 12/2/71 Irwin to Gilson	1255
600	Letter 4/26/73 Milkens to Lightstone	1256
601	Letter 4/30/73 Milkens to Lightstone	1261
604	Letter 10/8/71 McLaughlin to Yorkin	1262
		Defendant's Ex.
700	Letter 6/7/71 Block to Yorkin	1263
701	Letter 6/15/71 Block to Perlberger	1265
702	Letter 6/18/71 Perlberger to Block	1266
703	Letter 8/31/71 Yorkin to Block	1268

704	Letter 9/3/71 Block to Yorkin	1269
706	Letter 9/3/71 Viacom to Hayes	1270
707	Letter 10/28/71 Perlberger to Irwin (with enclosed letter dated September 3, 1971 as of July 10, 1970)	1273
709	Letter 8/26/70 CBS to Tandem	1277
710	Letter 6/16/71 Nelson to Perlberger	1279
711	Letter 7/6/71 Nelson to Perlberger	1280
716	Letter 11/11/71 Irwin to Perlberger	1281
718	Letter 11/17/71 Perlberger to Irwin	1283
721	Letter 12/2/71 Irwin to Perlberger	1285
723	Letter 12/6/71 Perlberger to Irwin	1287
724	Letter 12/8/71 Irwin to Perlberger	1288
725	Memorandum 12/10/71 Irwin to Mizwinski	1290
727	Memorandum 12/17/71 Irwin to Block	1291
728	Memorandum 12/30/71 Irwin to Hanlon	1293
729	Memorandum 1/4/72 Block to Irwin	1294
730	Letter 1/25/72 Hayes to Block	1295
733	Memorandum 2/9/-- unsigned	1297
737	Letter 3/16/72 Sunderland to Irwin	1298
738	Letter 3/24/72 Sunderland to Zeiger	1299
740	Letter 4/6/72 Zieger to Sunderland	1301
742	Letter 5/18/72 Zeiger to Sunderland (with enclosed statement of receipts and expenses by area through 3/31/72 and statement of bookings through 3/31/72)	1302

743	Memorandum 5/24/72 Block to Zeiger	1305
749	Letter 6/27/72 Sullivan to Nicol	1306
750	Memorandum 6/27/72 Nicol to Hayes, et al.	1309
751	Letter 6/29/72 Sullivan to Perlberger	1311
753	Letter 7/5/72 Perlberger to Sullivan	1313
754	Letter 7/12/72 Block to Perlberger	1315
756	Letter 7/26/72 Sullivan to Nicol	1317
774	Letter 4/10/73 Block to Tandem Productions, Inc.	1319
779	Letter 5/9/73 Sullivan to Nicol (with profit projection on bookings through June 30, 1973)	1320
780	Letter 8/28/73 Sullivan to Nicol (with enclosed gross receipts and costs, inception through June 30, 1973)	1322
781A	Letter 4/18/73 Berkowitz to Viacom	1324
783	Letter 6/7/73 Berkowitz to Viacom	1327

Memorandum 6/30/70, Jencks to Wood

CBS MEMORANDUM

0851

"Confidential Not To Be Used Or Copied Except As Authorized By Stipulation Among Viacom, Tandem And CBS"

FROM: Richard W. Jencks
TO: MR. WOOD
DATE: June 30, 1970

Following up on our discussion of yesterday concerning the THOSE WERE THE DAYS project, I do want to make it clear that there was nothing in my meeting with Norman Lear on Friday afternoon which would justify arriving at the conclusion that the series cannot be fair in its treatment of political satire.

My meeting with Norman was cordial -- even warm -- and I believe I was successful in communicating to Norman our feeling that we neither can nor should foist on the American public an entertainment series which, rightly or wrongly, could be viewed as a one-sided or propagandistic enterprise. Norman was more than ready to assert his belief that the series should expose hypocrisy, inanity, bombast and general foolishness on the left as well as on the right.

However, I think Norman does not appreciate the need for even-handedness as keenly as you and I and that, in particular, he has the general myopia about Middle America and its reactions that is shared by many who work in the entertainment industry in New York and Hollywood.

As we discussed yesterday afternoon, I do not think it would hurt -- and it might well help -- the situation if our contract with Norman could find words to reflect this understanding concerning political evenhandedness. Such language might properly recite that both parties recognize that this program venture is a new departure in American television, that the comic premise of the series is the satirization of political attitudes, and that in order to serve this purpose, the producer will use his best efforts to be evenhanded and to avoid identifying the program series with any particular political or ideological viewpoint. Needless to say, the contract should reflect and confirm our ability at the script stage and thereafter to secure compliance with our policies.

per Don 7/9 - 16,000 to be paid to Sony Color, recoupable out of 1st profits, & 1E ½ of the 32,000 payment

call this when ready for [illegible]

Check [illegible]

Plaintiff's Exhibit 9
Letter 8/18/70, from Hayes to Sipes

0852

RECEIVED
AUG 20 1970
DONALD SIPES

EXECUTIVE BUSINESS MANAGEMENT INCORPORATED

LLIAM HAYES
PRESIDENT

August 18, 1970

Donald Sipes, Esq.
Vice President Business Affairs
CBS Television
51 West 52nd Street
New York, New York 10019

Dear Don:

I am enclosing, herewith, a letter from Jerry McPhie, dated August 14, 1970 which is self explanatory, together with a copy of Harry Zipper's original below-the-line estimate of July.

All planning and negotiations had been predicated upon the AD being below the line.

I realize this will reach your desk during your absence but as I am leaving on my vacation I wanted to bring it to your attention since it seems to be the last item regarding our differences on below-the-line. I thought we had this resolved when both of us agreed to compromise our position during our last conversation.

This is something new and under the circumstances I think an exception should be made accordingly.

I would appreciate your early attention to this upon your return.

Kindest personal regards.

Sincerely,

Bill

J. William Hayes

JWH/eg
cc: Tandem Productions, Inc.,
Messrs. Norman Lear and Bud Yorkin
Miss Marian Rees
Jerry McPhie

C.B.S. Television,
Miss Ann Nelson

EN9

Plaintiff's Exhibit 9
Letter 8/18/70, from Hayes to Sipes

0853

TANDEM Productions INC.

August 14, 1970

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California 90210

RE: THOSE WERE THE DAYS

Dear Bill:

In a discussion with Ann Nelson of CBS Wednesday, (August 12, 1970) she confirmed your understanding that Don Sipes would accept $500 of the rent, offices, secretaries, production assistant, etc. as below-the-line items.

She also indicated that she had discussed with Don the associate director. They consider this an above-the-line item.

As I have previously indicated, Norman, Bud and I have never considered this even remotely as anything but below-the-line.

Attached is a below-the-line estimate from Harry Zipper which includes the AD. Harry has since indicated the AD is estimated only for informational purposes.

Bill Lowe of CBS has quoted the following prices for the office space proposed for THOSE WERE THE DAYS. The total space cost will be $253.65 per week up to December 31, 1970. Effective January 1, 1971 the same space will increase to $312.06 per week -- $1352.24 per month.

Regards,

Jerry

Jerry McPhie

Plaintiff's Exhibit 9
Letter 8/18/70, from Hayes to Sipes

0854

Carbon Copies:

Norman Lear
Bud Yorkin
Marian Rees
Anne Nelson

Plaintiff's Exhibit 10
Copy of Letter 9/22/70, from Hayes to Cohn

"Confidential Not To Be
Used Or Copied Except As
Authorized By Stipulation
Among Viacom, Tandem And CBS"

EXECUTIVE BUSINESS MANAGEMENT INCORPORATED

J. WILLIAM HAYES
PRESIDENT

To Bob Daly + Gil + return. Is there a negotiation assigned in N.Y.? DS

September 22, 1970

Mr. Sam Cohen
c/o Creative Management Associates
600 Madison Avenue
New York, New York

Dear Sam:

I am enclosing herewith the latest summary sheet of deal transactions regarding "Those Were the Days".

I have heard nothing further from you or Don Sipes regarding our previous correspondence related to a few loose ends in concluding the deal between Tandem and CBS.

I know how busy you are from day to day, but I would appreciate it if you and Don would get together and resolve any pending matters. Naturally, if I can be of any help, please do not hesitate to let me hear from you.

Best personal regards.

Sincerely,

J. William Hayes

JWH/js
cc:
THIS COPY FOR ---> Mr. Don Sipes
Tandem Productions, Inc. - Messrs. Yorkin and Lear

E 9/10

EBM BUILDING • 132 SOUTH RODEO DRIVE • BEVERLY HILLS, CALIFORNIA 90212 • PHONE (213) 278-6700

Plaintiff's Exhibit 10
Copy of Letter 9/22/70, from Hayes to Cohn

ALL IN THE FAMILY (formerly THOSE WERE THE DAYS)

	DEAL	PAYMENT
:iberger and Lee Erwin Crayton Smith IFA 9255 Sunset Boulevard Los Angeles, California 90069	$3,500 for teleplay with $410 cutoff after story. Story outline turned in September 2. Not going forward with teleplay.	$410 - September 2
:tlieb Jim Cota CMA 8899 Beverly Boulevard Los Angeles, California	$3,500 for teleplay with $410 cutoff after story. Story outline turned in September 3. Not going forward with teleplay	$410 - September 3
ame Sylvia Hirsch William Morris 151 El Camino Drive Beverly Hills, California	$3,500 for teleplay with $410 cutoff after story. Story outline turned in September 2. Going forward with teleplay.	$410 - September 8
rt Stu Robinson Robinson-Weintraub Associates 8438 Melrose Place Los Angeles, California 90069	$3,500 for teleplay with $410 cutoff after story. Story outline turned in August 20. First draft teleplay turned in August 31. There will be no revisions.	$410 - August 26 $1,854 - September 2 ($1,236 - Balance to pay)
Hudis Bob Wunsch Adams Ray and Rosenberg 9220 Sunset Boulevard Suite 210 Los Angeles, California 90069	$3,500 for teleplay with $410 cutoff after story. Story outline turned in September 4. Not going forward with teleplay.	$410 - September 8

0857

Plaintiff's Exhibit 10
Copy of Letter 9/22/70, from Hayes to Cohn

WRITERS	DEAL	PAYMENT
Tim Kelly Agent: Jack Stewart 8733 Sunset Boulevard Los Angeles, California 90069	$3,500 for teleplay with $410 cutoff after story. Story outline turned in August 14. Not going forward with teleplay.	$410 - August 17
Tom Koch Agent: Jack Stewart 8733 Sunset Boulevard Los Angeles, California 90069	$3,500 for story and teleplay. Story outline turned in August 7. First draft teleplay turned in August 21. Revisions turned in September 11.	$2,450 - September 2 ($1,050) - Balance to pay)
Richard Linkroum Agent: Bob Eisenbach Eisenbach-Greene, Inc. 760 North La Cienega Boulevard Los Angeles, California 90069	$3,500 for teleplay with $410 cutoff after story. Story outline turned in August 24. Not going forward with teleplay.	$410 - August 26
Ed Monohan Agent: Ken Raphael 861 Bringham #13 Los Angeles, California 90049	Writer has assignment to do teleplay at $2,000 from a story outline by Norman Lear. Mr. Monohan turned in first draft teleplay August 28. We hold option for two more teleplays at $2,250 and an additional two at $2,500.	$1,400 - September 3
Don Nicholl and Brian Joseph Agent: Sylvia Hirsch William Morris 151 El Camino Beverly Hills, California	$3,500 for teleplay with $410 cutoff after story. Story outline turned in September 12. Going forward with teleplay	$410 - September 19

0858

Plaintiff's Exhibit 10
Copy of Letter 9/22/70, from Hayes to Cohn

WRITERS	DEAL	PAYMENT
Rob Reiner and Phil Mishkin Agent: Jim Cota CMA 8899 Beverly Boulevard Los Angeles, California 90048	$3,500 for story and teleplay. Story to be agreed upon.	
Stanley Ralph Ross Agent: Mark Lichtman Shapiro-Lichtman 110 North Robertson Boulevard Los Angeles, California 90048	$3,500 for teleplay with $410 cutoff after story. Story outline turned in August 31. Going forward with teleplay.	$410 - September 8
Sandy Stern Agent: Blossom Kahn Stephen Yates Associates, Ltd. 9025 Wilshire Boulevard Beverly Hills, California 90211	$3,500 for story and teleplay. Story to be agreed upon. Writer to commence writing by October 12.	
Ken Solms and Gail Paremt Agent: None (Pay directly)	$3,500 for teleplay with $410 cutoff after story.	
Burt Styler Agent: Sylvia Hirsch William Morris 151 El Camino Beverly Hills, California	$3,500 for teleplay with $410 cutoff after story. Story outline turned in August 21. First draft teleplay turned in August 28. Revisions turned in September 14.	$2,100 - September 2 ($1,400 - Balance to pay)

cc: Martin Perlberger
J. William Hayes

Sam Cohn

Bud Yorkin
Jerry McPhie
Marian Rees

Plaintiff's Exhibit 12
Letter 9/25/70, from Perry to Cohn

0859

Not To Be Copied Except As Permitted By Stipulation Between Tandem And CBS

CBS NETWORK

CBS Broadcast Group
A Division of Columbia Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019
(212) 975-4321

RE: WALLY'S CASTLE

Dear Sam:

Enclosed herewith are six (6) copies of the proposed Memorandum of Agreement dated as of July 10, 1970 between Tandem Productions, Inc. and CBS with respect to the above-captioned program series.

I am certain that the Memorandum of Agreement reflects your discussions with Don Sipes, but I would be happy to discuss the document with you at your earliest convenience should there be any problem.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. Samuel C. Cohn
Creative Management Associates
600 Madison Avenue
New York, New York

September 25, 1970

SP/ds
Encl.

cc: Mr. Bill Hayes

bc: Messrs. Agoglia, DuBois, Lyons, Rubin, Sipes, McGowan, Kaiser, Daly, Miss Nelson

ONLY COPY AVAILABLE

Ex 12

Plaintiff's Exhibit 12
Letter 9/25/70, from Perry to Cohn

MEMORANDUM OF AGREEMENT dated as of July 10, 1970 by and between CBS Television Network, a division of Columbia Broadcasting System, Inc., 51 West 52nd Street, New York, New York (hereinafter called "CBS") and Tandem Productions, Inc., c/o Creative Management Associates, 600 Madison Avenue, New York, New York, Attention: Sam Cohn, Esq. (hereinafter called "Contractor").

1) Contractor shall produce and furnish for broadcast over the television facilities of the CBS Television Network a series of one half-hour programs which shall be produced in color, on video tape, tentatively entitled WALLY'S CASTLE. The series essentially will be a topical satire in conformance with material furnished to CBS and it is understood that Contractor will only be approximately two to three weeks ahead of air in order to keep the series topical. Each program will be produced to conform to a program format mutually approved between the parties.

2) CBS shall have the right to commence the broadcast of the series in mid-season of the 1970-71 season (in which event CBS must so advise Contractor on or before November 15, 1970) or the fall of 1971.

3) The series term shall be 5½ years (in the event the broadcast of the series is commenced mid-season 1970-71) or five years (in the event the broadcast of the series is commenced in the fall of 1971). CBS shall have the right to terminate this agreement effective at the end of any then current broadcast season by written notice to Contractor on or before April 1 of the then current broadcast season. If CBS does not exercise its right of termination, CBS shall have its customary first negotiation rights with respect to continuation of the series and, if the parties fail to reach agreement, first refusal rights for one (1) year thereafter in connection with any third party offers which are equal to or less favorable to Contractor than Contractor's last offer to CBS.

4) The programs shall be delivered at the following license fees:

	Per New Program	Per Repeat
Mid-season 1970-71 (if applicable)	$72,500	$18,000
1st year (1971-72)	72,500	18,000
2nd year (1972-73)	75,000	18,750
3rd year (1973-74)	77,500	19,500
4th year (1974-75)	80,000	20,250
5th year (1775-76)	82,500	21,000

CBS has advanced the sum of $50,000 against first year license fees and CBS shall recoup said advance equally from the license fee payments for the first five new programs in such first year.

Contractor shall also be entitled to a non-recoupable pre-production fund of up to $12,000 for accountable and substantiated pre-production expenses.

The above license fees are subject to the customary union, governmental and industry wide increases or decreases effective from and after July 10, 1970.

5) The applicable prices per new program shall be payable as follows: two-thirds upon completion of taping and one-third upon delivery. The applicable repeat fee will be payable within ten (10) days after broadcast of the repeat.

6) Commitment:

(i) Mid-season 1970-71 start:
13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(ii) Fall 1971-72 start:
13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(iii) Notwithstanding subdivision (iv) below, in the event CBS commences broadcasting mid-season 1970-71 and does not exercise its right to terminate effective at the end of the 1970-71 season, CBS' minimum commitment for the 1971-72 season will be 13 new programs and CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before April 1, 1972 will be deemed to have been exercised.

(iv) Subsequent years:
16 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 14 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before the April 1 of the then current broadcast season will be deemed to have been exercised.

(v) During each broadcast season for which CBS orders new programs, CBS shall have the right to broadcast repeat programs on an as needed basis.

(vi) Notification for the ordering of any additional new program(s) beyond the order of the minimum commitment must be given at least three weeks prior to its scheduled telecast date.

7) The situs for production of the series programs shall either be New York or California, as CBS in its sole discretion may elect.

8) CBS shall have full prior approvals with respect to all key creative elements and of such members of the cast (if any), who are featured in at least seven programs in the average out of every thirteen new programs produced. CBS shall have the further right to approve of any substitute of any person or element approved by CBS. Jean Stapleton and Carroll O'Conner have been approved as leads and the services of Jean Stapleton and Carroll O'Conner, as leads, in each program hereunder are of the essence of this agreement.

9) Contractor warrants and represents that it has the agreement of Norman Lear that Norman Lear will produce, stage and be the head writer of the series on the following basis:

(i) if the series is commenced for a mid-season 1970-71 start, all new programs produced for the 1970-71 season and if the termination right exercisable on or before April 1, 1971 is not exercised for a minimum of the first 13 new programs for the 1971-72 season.

(ii) if the series is commenced for a fall 1971-72 start, for all new programs produced for the 1971-72 season.

After the applicable requirements set forth hereinabove in this paragraph have been satisfied, Norman Lear, at his sole election, may choose to render services as only Executive Producer of the series, it being understood that CBS' creative approval rights as set forth in Paragraph 8 shall be applicable with respect to any person thereafter rendering services as producer and/or stager and/or head writer. It is understood that the services of Norman Lear as set forth hereinabove are of the essence of this agreement.

10) In the event CBS does not wish to commence the series in mid-season of the 1970-71 season but wants the availability of Norman Lear to render the services set forth in Paragraph 9 for the 1971-72 season, CBS may protect Norman Lear's availability for 1971-72 by committing to pay Norman Lear the sum of $100,000 reduced by one-half of the aggregate of the dollars actually or constructively earned from any source by Norman Lear by reason of services performed or committed for dollars generated from commitments made by Norman Lear during the period of November 15, 1970 to and including April 1, 1971 up to a maximum of $50,000.

11) The broadcast area shall be the United States, its territories and possessions (including Puerto Rico) Bermuda, Antigua and Canada.

12) Contractor shall have all merchandising rights at a 35% merchandising fee. CBS shall be entitled to receive 15% of net profits from merchandising after the deduction of the aforesaid merchandising fee which includes standard costs and expenses of merchandising. CBS shall have all syndication and distribution rights (at CBS' standard fees) to the extent that Contractor shall secure same. Contractor warrants and represents that as of this date it has secured syndication and distribution rights to the United States, its territories and possessions (including Puerto Rico), Bermuda, Antigua and Canada. Contractor will use its best efforts to secure additional syndication and distribution areas and CBS will pay Contractor the sum of $16,000 to enable Contractor to secure additional area(s). Contractor will constantly advise CBS of its progress in securing any such additional area(s).

13) CBS shall have its customary first negotiation/first refusal rights with respect to any spin-off from and stripping of this series.

Plaintiff's Exhibit 12
Letter 9/25/70, from Perry to Cohn

14) The parties have negotiated the terms and conditions for Contractor's use of CBS' California below-the-line facilities in connection with the production of the series. The below-the-line facilities rates to be charged for each year, priced at CBS' standard rates are set forth in Exhibit A attached hereto, and to that extent the below-the-line elements ordered by Contractor at the applicable rates are included in the package price for new programs specified in Paragraph 4 hereof. It is understood that Contractor shall be "protected" with respect to such below-the-line rates for the life of this agreement. (It is understood that CBS shall accept as an allowable below-the-line charge the sum of $500 against rent, offices, etc.). In the event that the average below-the-line charges for the applicable contract year exceed the amount of $22,500 multiplied by the number of new programs produced during such contract years, CBS agrees to absorb such excess up to an average of $7,500 per program so produced. Any excess above the amount specified above shall be borne by Contractor with no right of reimbursement or recoupment whatsoever. The parties intend to enter into a formal agreement for the use of such facilities.

15) Any cost of re-editing new programs for purposes of repeating the same hereunder shall be borne by Contractor.

16) As used herein, "network broadcast" means a broadcast, transmission and/or exhibition by means of simultaneously interconnected television devices, methods and improvements, now or hereafter known, without limitation; a network broadcast includes delayed broadcasts made not later than sixty days after such simultaneous broadcast, transmission and/or exhibition over any facilities that shall not have been used therefor, although ordered therefor or normally used in connection with similar broadcasts, transmissions and/or exhibitions; the television devices, methods and improvements referred to herein include, but are not limited to, so-called "booster" and "translator" stations and relay systems, as well as antenna systems which receive and retransmit or redistribute (with or without amplification), television signals by wire or cable connection or otherwise to television receiving sets.

17) All performing talent in the series will be available to perform lead-ins and lead-outs to commercials and commercials themselves during production periods for network sponsors at no additional expense to CBS or the sponsor(s).

18) The property, the series, the programs and all elements thereof shall be exclusive to CBS from the date hereof until the expiration of the term of this agreement.

19) a) The parties hereto recognize that the concept of the program series represents an attempt at a new departure in conventional American television entertainment in that the comic premise of the program series is the satirization of political attitudes. Each program, however, shall comply with all CBS Program Practices policies and standards and CBS may require Contractor to make such changes in the scripts for any program or any material contained in any program or in connection with any completed program as may be necessary to secure compliance with such policies and standards.

(b) In furtherance of CBS' rights pursuant to subparagraph (a) of this paragraph 19 and in order to fulfill the purpose of the program series as set forth in said subparagraph (a), Contractor warrants that neither the series nor any program therein shall become or be what would be considered the television equivalent of a tract on behalf of any political ideology or viewpoint, and that the range of political attitudes satirized in the program series shall be sufficiently varied so that the series does not become identified with any particular ideology or viewpoint.

20) CBS may assign its rights hereunder in full or in part to any person, firm or corporation provided, however, that no such assignment shall relieve CBS of its obligations hereunder.

21) The parties intend that mutually agreeable provisions customary in agreements of this nature, including, but not limited to, those covering additional warranties, indemnities, name and likeness, pay-or-play, morals, insurance, force majeure and breach, shall be applicable to this Memorandum of Agreement. The details of such provisions shall, together with the provisions hereof, be incorporated into a more formal agreement which, when executed, shall replace this Memorandum of Agreement. In addition, CBS' standard contract provision in respect of package supplier's compliance with Section 508 of the Federal Communications Act shall be applicable to this Memorandum of Agreement and shall be incorporated in the said more formal agreement.

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By_____

ACCEPTED AND AGREED:

TANDEM PRODUCTIONS, INC.

By_____

Plaintiff's Exhibit 12
Letter 9/25/70, from Perry to Cohn

EXHIBIT A TO MEMORANDUM OF AGREEMENT DATED AS OF JULY 10, 1970 BETWEEN TANDEM PRODUCTIONS, INC. AND CBS TELEVISION NETWORK

Below-the-line facilities rates

	Unit	Rate
Technical Services		
Telecine Projector	Hour	$100.00
VT Playback/Record/Edit	Hour	85.00
Inhouse Camera*	Day	300.00
Four Track Audio*	Hour	30.00
Orchestra Pre-Record/Balance*	Hour	25.00
		255.00
Video Tape Stock Sold	Hour	200.00 cr.
Video Tape Stock Returned	Hour	
		17.00
Technician	Hour	20.00
Sound Effects Man	Hour	
Film Services		
		15.00
Projection Room	Hour	15.00
Film Editor	Hour	
Studios and Shops		
		250.00
Studio Operation	Hour	125.00
Studio Set/Strike	Hour	30.00
Control Room	Hour	20.00
Rehearsal Hall		
		8.00
Stagehand	Hour	12.00
Electric Shop Man	Hour	11.00
Make-Up/Hairdresser	Hour	12.00
Stage Manager	Hour	15.00
Lighting Director		
		11.00
Carpenter	Hour	11.00
Scenic Artist	Hour	9.00
Wardrobe Handler	Hour	11.00
Set Decorator	Hour	12.00
Special Effects Man		
		14.00
Graphic Artist	Hour	11.00
Draper	Hour	8.00
Prop Handler	Hour	

*Rate does not include manpower.

Plaintiff's Exhibit 12
Letter 9/25/70, from Perry to Cohn

As of July 10, 1970

CBS Television Network
A division of Columbia
Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019

Gentlemen:

You have entered into an agreement dated July 10, 1970 with Tandem Productions, Inc. (Contractor) pursuant to which Contractor agreed to furnish to you my services in a program series presently entitled WALLY'S CASTLE.

In consideration of your entering into said Agreement, I acknowledge that I have carefully examined said Agreement. I agree that insofar as the same provides for the performance of services by me and the imposition of duties and obligations upon me, I will faithfully perform all of the same to the best of my ability and to the same extent as though I had entered into an agreement directly with you, in which I agreed to perform such services, and assumed such obligations and duties. I acknowledge that you would not have entered into the Agreement but for the execution of this agreement by me.

Very truly yours,

Norman Lear

Plaintiff's Exhibit 14
Letter 9/30/70, from Perry to Hayes

"Confidential Not To Be Used Or Copied Except As Authorized By Stipulation Among Viacom, Tandem And CBS"

CBS TELEVISION NETWORK
A Division of Columbia Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019
(212) 765-4321

RE: WALLY'S CASTLE (formerly THOSE WERE THE DAYS)

Dear Bill:

It was a pleasure talking with you regarding WALLY'S CASTLE (formerly THOSE WERE THE DAYS) and as per our discussion, the proposed agreement has been released.

In connection with the agreement, please be advised that the Associate Director will be deemed a below-the-line item and that it is included in the then current estimate by Harry Zipper dated July 24, 1970. Assuming that you do not change any element as then estimated by Harry, the below-the-line estimate is $27,362 per new program (i.e. $26,862 as per Harry Zipper's estimate plus $500 as an allowable item for rent, offices, etc.

As and if your requirements change, you will note the standard rates are attached to the contract to enable you to arrive at the new figure.

I wish to remind you that I am still waiting for the information you undertook to supply to me concerning the pre-production invoices.

If you have any questions concerning any of the foregoing or certainly the contract, I'd be happy to discuss same with you.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California

September 30, 1970

cc: Mr. Sam Conn

bc: Messrs. Sipes, Rubin, Daly, McGowan,

14

Plaintiff's Exhibit 16
Letter 10/6/70, from Hayes to Perry

Bates 0868

EXECUTIVE BUSINESS MANAGEMENT INCORPORATED

LLIAM HAYES
PRESIDENT

October 6, 1970

"Confidential. Not To Be Used Or Copied Except As Authorized By Stipulation Among Viacom, Tandem And CBS"

Mr. Sheldon Perry
Associate Director - Business Affairs
C.B.S. Network
51 West 52nd Street
New York, New York 10019

Re: "All In The Family" (Wally's Castle)

Dear Sheldon:

With reference to the above captioned series, the proposed memorandum of agreement dated as of July 10, 1970 between Tandem and C.B.S. has been sent to Martin Perlberger, for his comments as counsel for Tandem Productions, Inc.

In addition to any comments that Martin or Sam Cohn have, I would like to bring to your attention the following basic comments:

(1) Paragraph 1 states that contractor will only be approximately two or three weeks ahead of air in order to keep the series topical.

This requirement categorically raises some problems because the basic format of the show will be similar each week. However, there will be topical information inserted and so the contractor must necessarily plan as far ahead as possible but hopefully be able to incorporate as much topical information as circumstances permit. In all events, this is something that needs elimination from the agreement or detailed and specific clarification so that there will be no misunderstanding.

(2) Paragraph 2 should clearly state that this is a firm on the air commitment either mid-season 1970-71 or the fall of 1971.

RECEIVED
OCT 12 1970
SHELDON PERRY

Mr. Ep
Ex 16

(3) Paragraph 7 states that the situs for production shall either be New York or California at the sole discretion of C.B.S. This point was never raised and it was thoroughly understood that the series would be produced in Los Angeles where Norman Lear resides.

(4) Paragraph 18 is not compatible with Paragraph 9, specifically with reference to the services of Norman Lear.

(5) With reference to the $50,000 that C.B.S. has advanced, your Paragraph 4 requires that it be recouped at the rate of $10,000 per show for the first five new programs.

While we did not discuss method of recoupment, I would like to propose that this be recouped either at the rate of $5,000 per show or at $10,000 per show out of the last five shows of the first thirteen. The reason for this request is that effectively Tandem is utilizing this money for show expenses because our procedure requires submission and authentication of all of the expenses, even including those for services of writers. Therefore, we really do need to have this rotating reserve for the obvious reasons.

There are a number of obvious points but I will not raise them here because I am certain that Martin Perlberger and Sam Cohn will pick them up in their comments and I am sending a copy of this communication for purpose of incorporation by reference in Martin's final analysis.

Kindest personal regards.

Cordially yours,

J. William Hayes

JWH/js
cc: Tandem Productions, Inc. - Messrs. Yorkin, Lear
Miss Marian Rees

Mr. Donald Sipes
Martin Perlberger, Esq.
Sam Cohn

Letter 10/20/70, from Perry to Hayes

0870

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

"Confidential. Not To Be Used Or Copied Except As Authorized By Stipulation Among Viacom, Tandem And CBS"

RE: WALLY'S CASTLE (also known as ALL IN THE FAMILY)

Dear Bill:

As you well know, I have been the recipient of many bills, letters and various other paper missiles originating from your office which I promised I would look into expeditiously. I am now at the point where I have answers and accordingly, the following is in reply to the documents set forth below:

1) Your letter dated August 12, 1970 to Ann Nelson billing pre-production charges of..... $6,182.52
(for period ending 7/31/70)

Your letter dated August 28, 1970 to Ann Nelson billing pre-production charges of..... 2,563.48
(for period ending 8/31/70)

Your letter to me dated October 6, 1970 billing pre-production charges of..... 1,809.87
(for period ending 9/30/70)

Total $10,555.87

This will acknowledge receipt of your September 30, 1970 letter which attached a copy of Bud Yorkin's letter to you dated September 21, 1970 explaining and substantiating the various charges set forth in the above bills. Accordingly, we can accept all of the charges set forth in such bills except the $1,000 charge for Greg Zittel which in our opinion should be charged as a production expense and the charge of $586.76 with respect to your trip to New York at the time of negotiation of the deal. Accordingly, enclosed is our check in the amount of $8,969.11 in reimbursement for such pre-production expenses leaving a balance of $3,030.89 in the pre-production fund.

2) Your letter dated October 8, 1970 to me billing production expenses of $38,590.42 - Enclosed herewith is our check in said amount of $38,590.42 which, pursuant to Don Sipes' agreement with you, will be treated as an additional production advance against license fees. Please note the suggested recoupment formula outlined in point 3(c).

MR. HAYES

Plaintiff's Exhibit 18
Letter 10/20/70, from Perry to Hayes

3) Your letter dated October 6, 1970 to me with respect to the proposed Memorandum of Agreement dated July 10, 1970 between Tandem Productions, Inc. and CBS (utilizing the Memorandum of Terms paragraph references):

(a) Paragraph 1 - The essence of what is stated therein is in accordance with our understanding.

(b) Paragraph 2 - This will confirm our firm program commitment. Any such commitment is, of course, subject to pay or play and you do not have a firm "on the air" commitment from CBS.

(c) Paragraph 4 - As set forth above in point 2), we have now advanced an additional $38,590.42 for a total advance against license fees of $88,590.42. Pursuant to your recommended method of recoupment, as updated by today's telephone conversation, we will recoup against the first ten shows at the rate of $8,859.04.

(d) Paragraph 7 - We accept your comments as set forth herein.

(e) Paragraphs 9 and 18 - The terms of Paragraph 18 are subject to the terms of Paragraph 9.

4) Your letter dated October 13, 1970 to me enclosing a copy of Jerry McPnie's letter to you dated October 8, 1970 - The essence of Jerry McPnie's letter dated October 13, 1970 is correct.

I wish to thank you for your patience in all of the foregoing matters and I trust that all outstanding problems are now resolved.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California

October 20, 1970

cc: Mr. Sam Cohn

bc: Messrs. Agoglia, Daly, McGowan, Rubin, Sipes, Lyons,
Miss Ann Nelson

Plaintiffs' Exhibit No. 20
Letter, 11/13/70, Daly to Tandem

0872

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Deft. Exh. For ID 20
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

November 13, 1970

Tandem Productions, Inc.
c/o Creative Management Associates
600 Madison Avenue
New York, New York

Attention: Sam Cohn, Esq.

RE: ALL IN THE FAMILY (Wally's Castle)

Gentlemen:

Reference is made to the Memorandum of Agreement dated as of July 10, 1970 between CBS and Tandem Productions, Inc. with regard to the above-captioned program series.

Pursuant to Paragraph 2 of said Memorandum of Agreement, this is to advise you that CBS shall commence the broadcast of the series in mid-season of the 1970-71 telecast season.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By _____

cc: Mr. J. William Hayes

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bc: Messrs. Agoglia, DuBois, Lyons, McGowan, Rubin, Sipes, Kaiser,
Miss Ann Nelson

Plaintiff's Exhibit 21
Memorandum 11/25/70, Wellman to File

0873

CBS MEMORANDUM

FROM: Elizabeth P. Wellman (CTN)
TO: FILE
DATE: November 25, 1970

ALL IN THE FAMILY

Although we have syndication rights, they are subject to the rights which Packager has procured. Presently, rights are limited to the network broadcast area which includes Canada. We are pressing for additional areas which Packager is attempting to clear.

P121

- Plaintiff's Exhibit 22
Memorandum 1/7/71, from Perry to Block

0874

CBS MEMORANDUM

FROM: Sheldon Perry (CTN)
TO: MR. BLOCK
DATE: January 7, 1971

cc: Mr. Daly
Mrs. Wellman

RE: ALL IN THE FAMILY

This will confirm that as per my advice to you, you have the right to proceed to close the deal with the BBC with respect to ALL IN THE FAMILY for England. Please let me know when you are ready to close such deal.

This will further confirm that we do not have any other rights world-wide as of this time, but we shall continue to press the packager in his efforts to acquire same.

SP/jb

"Confidential Not To Be
Used Or Copied Except As
Authorized By Columbia
Among Viacom, Tandem And CBS"

LA22

CBS MEMORANDUM

FROM: Elizabeth P. Wellman (CTN)
TO: WILLARD BLOCK
DATE: January 15, 1971

ALL IN THE FAMILY

This will confirm Mr. McGowan's advice to you that CTN can now make all foreign distribution rights available except Canada.

We will advise regarding costs as soon as the information can be obtained.

cc Messrs. McGowan, Irwin, Gilson, Moldow, Perry
Shelley - Has the Packager furnished area by area costs?
If not, would you please get them for us.

E126

Plaintiffs' Exhibit No. 27
Memorandum, 1/19/71, von Klemperer to Mizwinski

0876

CBS MEMORANDUM

FROM: Mr. Von Klemperer (CTN)
TO: MISS MIZWINSKI
cc: Mrs. Wellman, Mr. Gorman
DATE: January 19, 1971
Ref. FVK-10

SUBJECT: ALL IN THE FAMILY

The above series is being made available for syndication, except in Canada. Since it is a taped show, please make your arrangements now to have all sales reporting come through on the episodic basis required for residual purposes. Thank you.

FVK:cg
cc

Deft. Exh. For ID 27
Plf. Exh.
Walter Shaw, CSR
Doyle Reporting, Inc.
7-[illegible]-73

Letter 3/26/71, Hayes to Sipes

0877

EXECUTIVE BUSINESS MANAGEMENT INCORPORATED

March 26, 1971

Mr. Donald Sipes
Vice President
C.B.S. Television
51 West 52nd Street
New York, New York 10019

Re: "ALL IN THE FAMILY"

Dear Don:

I want to personally thank you and Gerry for helping us ease the burden on Tandem Productions with reference to the increment increases and other attending problems with reference to the previously existing agreement on the above referenced project.

I know Bud and Norman appreciate your attitude and your expression of genuine effort to help to whatever degree you possibly could within the scope of good business practices. For purpose of clear communication, my notes reflect the following adjustments in the existing agreement:

1. The deal is converted to a straight license deal.

2. The total license fee is increased by $750.00 per new show.

3. Additionally, the cost of the black family will be billed as a separate charge whenever they are utilized on the show.

You did say that you wanted to take a look at the contract to see if there was anything from your side that you wanted changed and we will certainly give you the same kind of reciprocal consideration that you have extended to us.

"Confidential, Not To Be Used Or Quoted Except As Authorized By Litigation Among Viacom, Tandem And CBS"

Plaintiff's Exhibit 29
Letter 3/26/71, Hayes to Sipes

In all events, I assume your Business Affairs Department will issue a memorandum covering this some time in the near future.

Best personal regards.

Sincerely,

EXECUTIVE BUSINESS MANAGEMENT, INC.

Bill

J. William Hayes
President

JWH:sga
cc: Messrs. Bud Yorkin, Norman Lear
Gerald Rubin, Esq. (CBS)
Martin Perlberger, Esq.

Plaintiff's Exhibit 30
Memorandum 3/29/71, Fainberg to Wellman

CBS MEMORANDUM

0879

F

FROM: Bertrand M. Fainberg (CVE)
TO: MRS. ELIZABETH WELLMAN
DATE: March 29, 1971

Re: ALL IN THE FAMILY -- FOREIGN SYNDICATION

As we discussed, our International Department has an opportunity to license "ALL IN THE FAMILY" in Bermuda.

In view of the current AFTRA situation, would you please let me know what problems and/or restrictions may be involved.

Are we limited to the 60 day network supplementing period? Is the three year period following the 60 days available to us?

BMF:cm

cc Messrs. Gilson, Irwin, Moldow

"Confidential ... Not As ... CBS"

E130

Plaintiff's Exhibit 31
Memorandum 3/30/71, Wellman to Gilson

CBS MEMORANDUM

0880

FROM: Elizabeth P. Wellman (CTN)
TO: FRED GILSON
DATE: March 30, 1971

RE: ALL IN THE FAMILY

This will confirm our previous advice that the above series is subject to an area-by-area clearance; that is, CTN's prior approval is necessary before any sale can be consummated in any market.

Since Bermuda is part of the network broadcast area, there is no objection to this sale, provided syndicated telecast takes place within the 60-day period.

cc Jim McGowan, Sheldon Perry, Bert Fainberg

RECEIVED
APR 1 '71
SHELDON PERRY

"Confidential Not To Be
Used As Basis For Report To
Public Except By Direction
Among Viacom, Tandem And CBS"

Pl 31

Plaintiff's Exhibit 32
Letter 3/31/71, Perry to Partnoy

088

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY

Dear Bob:

Since we are operating under the Memorandum of Agreement dated as of July 10, 1970 between Tandem Productions, Inc. and CBS with respect to the above-captioned program series, this is to advise you that we will not be exercising our right to terminate the agreement effective at the end of the now current broadcast season (you will recall that Paragraph 3 of the Memorandum of Agreement requires terminations instead of option pick-ups).

This will further confirm that as of this date the negotiation of the Memorandum of Agreement and the applicable papers are being transferred to the West Coast for handling and hopefully consummation.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Robert Partnoy, Esq.
Creative Management Associates
600 Madison Avenue
New York, New York

March 31, 1971

SP/jl

bc: Messrs. Agoglia, DuBois, Lyons, McGowan, Daly, Rubin, Sipes, Kaiser
Miss Nelson
cc: Mr. Sam Cohn

REGISTERED MAIL, RETURN RECEIPT REQUESTED

32

Plaintiff's Exhibit 33
Memorandum 4/5/71, Nelson to Perry

CBS MEMORANDUM

0882

Bob -
My comments are set forth below -

RECEIVED
APR 8 1971
SHELDON PERRY

FROM: Anne Nelson
TO: SHELDON PERRY
DATE: April 5, 1971

cc: Mr. Rubin
Mr. Daly

RE: ALL IN THE FAMILY

As discussed with you on the phone Friday, I had a rather extensive conversation with Martin Perlberger on the matter of the Tandem Agreement re: "Wally's Castle", which it seems to me should now be referred to as "All In The Family".

Paragraph #4 - We recouped the advances from the first 10 new programs and I will make this correction.

Paragraph #7 - They wish to confine production to California rather than to California or New York.

Paragraph #8 - They wish us to acknowledge approval of Sally Struthers, Rob Reiner, Michael Evans and John Rich, the Director. In this paragraph he is also concerned about what may happen if one of these people has to be replaced and we cannot find a mutually satisfactory replacement.

Paragraph #9 - Norman Lear produces and is the head writer of the series, but in their view, he does not "stage". They would like the language changed so that Tandem will supply Norman Lear as Producer, we approve him as Producer and Tandem at its election, can decide that Lear will be Executive Producer.

It is clearly understood as a result of our conversation, that we shall have approval of Producer, Director and/or Head Writer, if the same is not Norman Lear.

A further statement that we would approve Bud Yorkin as a replacement for Lear has been requested.

For some reason, he wishes to eliminate Paragraph #10, since it has become inapplicable.

Paragraph #11 - Although we have been operating on the assumption that we had Canada free, Mr. Perlberger feels that there should be extra money coming to them for Canada, as he does not believe that Canada was included in the original broadcast area.

EN 33

Plaintiff's Exhibit 33
Memorandum 4/5/71, Nelson to Perry

CBS MEMORANDUM

0883

FROM: Anne Nelson
TO: SHELDON PERRY
DATE: April 5, 1971

cc: Mr. Rubin

RE: ALL IN THE FAMILY

Paragraph #12 - They do have the Merchandising rights, but other than that, they acquired from the owners of the basic property only the right to exploit in free television.

Perlberger is questioning the intent of the last two sentences as he specifies that other than what they have, they are unable to secure and he seems to feel these last two sentences should be deleted.

They want an affirmative statement that we will reimburse for the cost of Lionel and for the Mother and Father in the Negro family, when they are used.(Is this 1970-1971 and 1971-1972 only?)

Paragraph #15 - According to Perlberger, this was never agreed and he would like to know who agreed to it on behalf of Tandem.

Paragraph #17 - There is a definite problem, as Perlberger states that Tandem and the performers would rather have no show than do commercials or lead-ins or lead-outs. I believe it is a matter of principal with Normal Lear rather than money.

Paragraph #18 - Exclusivity must be limited to "in Television" and they wish the removal of the words "all elements". NO!!! NO!!!

Paragraph #19, a. and b. - He has asked for the deletion on the grounds that he is concerned that the programs as broadcast do not comply with all the CBS Program Practices Policies as applied to other programs on the Network, and he feels that under Paragraph #19 b., the program as it has developed, could conceivably be identified with a particular viewpoint, as the general creative content does bear similarities in point of view for each of the characters from show to show.

Paragraph #20 - They only wish to grant us the right of assignment if we assign the entire Television Network to a third party.

ARN:svf

ARTISTS' MANAGER-AGENCY
CABLE: CREMANASSO

0884

Plaintiff's Exhibit 34
Letter 4/12/71, Partnoy to Perry

CREATIVE MANAGEMENT ASSOCIATES

SIX HUNDRED MADISON AVENUE • NEW YORK, NEW YORK 10022 • (212) 935-4000

April 12, 1971

Sheldon Perry, Esq.
C B S
51 West 52nd Street
New York, New York

Dear Sheldon:

Enclosed is a copy of a letter which I received this morning from Beryl Vertue of A.L.S. Management Ltd. dated April 6, 1971, relating to the clearance of the telecast rights for "ALL IN THE FAMILY" in Germany and Australia, which letter is self explanatory.

I will keep you advised of any further developments as they occur.

With kindest regards.

Sincerely,

CREATIVE MANAGEMENT ASSOCIATES, INC.

ROBERT W. PARTNOY

RWP/er
Enc.

PREPARED BY ELI-ELLISON
FOR CBS UNICOM, INCORPORATED

RECEIVED
APR 1 1971
SHELDON PERRY

PX 34

Plaintiff's Exhibit 34
Letter 4/12/71, Partnoy to Perry

67, BROOK STREET
LONDON, W1Y 1YD
01-629 9121
CABLES: ALSCRIPTS LONDON
TELEX: 264267

0885

RD
N
(MANAGING)
GOOD
F.C.A.

6th April 1971.

BV/MGP

Robert Partnoy, Esq.,
C.M.A.
600 Madison Avenue,
New York, N.Y. 10022.
U.S.A.

Dear Bob,

I refer to your telephone call last week, when you told me that CBS were in the throes of trying to negotiate a sale of ALL IN THE FAMILY to Germany and Australia. I know of course you realise - and I hope CBS do too - that under the terms of the agreement the rights for this series are for America and its territories, and this is because the rights in the basic work of TILL DEATH US DO PART upon which ALL IN THE FAMILY is based, are licensed in certain other territories including for example Germany and Australia.

Contractually Germany have the rights to show the English version until July 1974 and Australia have the rights until 31st May 1973. Because there is such a contrast in the American version and the English version, I have asked the BBC, through whom these overseas sales were made, to get permission from Australia and Germany to allow the American series to be shown there, and immediately I hear from them I will advise you. There are cables flying hither and thither so I hope it will not be too long before I can contact you, but I would ask you to remind everybody concerned of the terms of the agreement so that we do not have any embarrassment or legal difficulties in the future.

Yours sincerely,

Beryl Vertue

cc: N. Lear Esq

MEMBERS OF PERSONAL MANAGERS ASSOCIATION

LICENSED ANNUALLY BY THE CITY OF WESTMINSTER

Plaintiff's Exhibit 35
Letter 4/13/71, Partnoy to Perry

0886

ARTISTS' MANAGER-AGENCY
CABLE: CREMANABSO

CREATIVE MANAGEMENT ASSOCIATES

SIX HUNDRED MADISON AVENUE • NEW YORK, NEW YORK 10022 • (212) 935-4000

April 13, 1971

Sheldon Perry, Esq.
Columbia Broadcasting System
51 West 52nd Street
New York, New York

Dear Sheldon:

Enclosed is a copy of a second letter from Beryl Vertue dated April 8, 1971 regarding German and Australian rights for ALL IN THE FAMILY. You will note that it indicates that there is no problem with Germany, but that Australia has certain restrictions.

Regards.

Sincerely,

CREATIVE MANAGEMENT ASSOCIATES

ROBERT W. PARTNOY

RWP/ik
Enclosure
cc: Samuel C. Cohn, Esq. (Enclosure)

RECEIVED
APR 13 1971
SHELDON PERRY

"Confidential Not To Be Used Or Disclosed Except As Authorized By Columbia Broadcasting System, Norman Lear Productions And CBS"

EN 35

Plaintiff's Exhibit 35
Letter 4/13/71, Partnoy to Perry

A.L.S. MANAGEMENT LIMITED

0887

DIRECTORS
RAY GAITON
FRANKIE HOWERD
ALAN SIMPSON
BERYL VERTUE (MANAGING)
ROBERT STIGWOOD
DAVID SHAW F.C.A.

67, BROOK STREET
LONDON, W1Y 1YD
01-629 9121
CABLES: ALSCRIPTS LONDON
TELEX: 264267

8th April 1971.

BV/MGP

Robert Partnoy Esq.,
C.M.A.
600 Madison Avenue
New York, N.Y. 10022.

Dear Bob,

Further to my letter of 6th April, I have today heard from the BBC that Germany have agreed that they have no objection if ALL IN THE FAMILY is shown on German television, so that sale can go ahead if possible.

As far as Australia is concerned, the English series TILL DEATH US DO PART is shown on Australian Broadcasting Commission Network. There apparently would be no objection if ALL IN THE FAMILY was shown on the ABC Network, but it could not be shown on commercial networks in Australia until 1976, without the prior permission of ABC. It would therefore seem that one should offer the series to ABC Sydney, and if no agreement could be reached, to ask if they have any objection if the series is sold to one of the commercial networks. The one snag I can think of is that ABC do not have as much money as the commercial channels, but that is a problem for the negotiators to face.

Will you please keep me closely advised of what develops, and also in relation to the proposed English sale.

Yours sincerely,

Beryl Vertue

cc: Mr. N. Lear.

Plaintiff's Exhibit 36
Memorandum 4/12/71, Gilson to Wellman

0888

CBS MEMORANDUM

cc Bob Daly 4/13

FROM: Frederick L. Gilson
TO: MRS. ELIZABETH WELLMAN cc: Messrs. Irwin, Moldow
DATE: April 12, 1971

This is to request the release of ALL IN THE FAMILY for syndication in Canada.

Best regards,

FLG:pd

RECE
APR 12 1971
ELIZABETH P. WELLMAN

Produced by Lit Division
Among Dickson, Tondem and CBS"

EN 36

Plaintiffs' Exhibit No. 37
Memorandum, 4/28/71, Wellman to Gilson

Deft. Exh. For ID .....
Plf. Exh. In EV .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

0889

CBS MEMORANDUM

FROM: Elizabeth P. Wellman (CTN)
TO: FRED GILSON
DATE: April 28, 1971

ALL IN THE FAMILY - CANADA

Would you please furnish a projection of the potential in Canada for both current season and the 1971/72 seasons programs. Your estimate should be based on the 60 day limitation only. As you know, all of the current seasons episodes are now being rerun on the network.

With regard to YOU ARE THERE, the episodes are not available for Canadian syndication as of now, due to network extension possibilities.

bc Jim McGowan

Plaintiff's Exhibit 38
Memorandum 5/12/71, Wellman to Gilson

CBS MEMORANDUM

0890

FROM: Elizabeth P. Wellman (CTN)
TO: FRED GILSON
DATE: May 12, 1971

ALL IN THE FAMILY - SYNDICATION

This will confirm the clearance situation as it exists to date:

The Series is subject to a sale-by-sale clearance; that is, CTN's prior approval is necessary before any sale can be consummated in any market. This requirement stems from CTN's acquisition of rights which are limited to the rights which the Packager has or will be able to procure.

The following markets have been cleared:

BBC - England

Bermuda - as part of CBS network broadcast area, but limited to the 60 day d.b. period

Germany
Australia - cleared for ABC Network but cannot be shown on commercial networks until 1976, without prior permission from ABC (which network carries Till Death Do Us Part)

Canada - subject to CTN's mid season position for sale on a network extension basis. Telecasts are limited to the 60 day d.b. period.

"Confidential Not To Be ... Except As ... Authorization ... Copy"

RECEIVED

SHELDON ... RY

cc Messrs. Daly, McGowan, Perry

P/38

Plaintiffs' Exhibit No. 39
Memorandum, 5/14/71, Wellman to von Klemperer

.0891

CBS MEMORANDUM

Deft. Exh. For ID 39
Plf. Exh. ~~In EV~~
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

FROM: Elizabeth P. Wellman (CTN)
TO: FRANZ VON KLEMPERER"
DATE: May 14, 1971

ALL IN THE FAMILY - SYNDICATION

The above show has been cleared for England, Bermuda, Germany, Australia (under certain restrictions), and Canada. As rights to other areas become available, they will be cleared upon request.

Since this is a tape show, it will be necessary for us to be notified as to area-by-area sales to expedite residual payments.

cc Irene Mizwinski

Memorandum 5/18/71, Gilson to Wellman

0892

CBS MEMORANDUM

FROM: Frederick L. Gilson
TO: MRS. ELIZABETH WELLMAN cc: Mr. Willard Block
DATE: May 18, 1971

Many thanks for your memo about ALL IN THE FAMILY.

I can't understand the Australian clearance. I realize that there was some confusion on the series when it was originally released to us internationally for all markets, and then we were requested to clear it on an area-by-area basis. At no point were we ever advised that there was a problem in Australia whereby the show could only be sold to the ABC until 1976 unless the ABC granted permission for its sale to the commercial stations.

I wonder if you could let me know if you have agreed with the packager that in all cases where 'TIL DEATH DO US PART has been sold that a similar restriction exists, and if so, if this can't be lifted. Quite frankly, we have been pitching the show to the commercial stations in Australia, and I have some doubts as to ABC's willingness to agree to release it for sale to the commercials.

FLG:pd

Plaintiff's Exhibit 42
Memorandum 5/24/71, Wellman to Gilson

CBS MEMORANDUM

FROM: Elizabeth P. Wellman (CTN)
TO: FRED GILSON.
DATE: May 24, 1971

ALL IN THE FAMILY

Since the packager has agreed to attempt to procure clearance on a case-by-case basis, we do not know whether a similar restriction (as exists in Australia) will exist in any other new market until you notify us of a sales possibility and request clearance.

We are sorry if this presents a hardship but our hands are tied.

RECEIVED

SHELDON PERRY

cc Sheldon Perry

E142

copy sent to Anne Nelson 6/4/71

Re: ALL IN THE FAMILY

Dear Bill:

This will acknowledge receipt of your letter dated May 26, 1971.

The essence of your March 26, 1971 letter is in accordance with our understanding, it being that points 2 and 3 thereof are limited to the 1971-72 season.

However, as per our discussion, the changes set forth in your March 26, 1971 letter will become effective when the July 10, 1970 Memorandum of Terms is executed. Anne Nelson has been negotiating the document with Martin Perlberger and we trust that the execution of the Memorandum of Terms will occur in the near future.

Best personal regards.

Sincerely,

Mr. J. William Hayes
President
Executive Business Management, Inc.
EBM Building
132 South Rodeo Drive
Beverly Hills, California 90212

June 3, 1971

Plaintiff's Exhibit 47
Letter 6/9/71, Cohn to Block

0895

ARTISTS' MANAGER-AGENCY
CABLE: CREMANASSO

CREATIVE MANAGEMENT ASSOCIATES

SIX HUNDRED MADISON AVENUE • NEW YORK, NEW YORK 10022 • (212) 935-4000

June 9, 1971

Mr. Willard Block
Viacom International
345 Park Avenue
New York, New York 10022

RE: "ALL IN THE FAMILY"

Dear Mr. Block:

We have been advised by Don Sipes that you have effected a sale of the subject television series to a station in Hamilton, Ontario, Canada. If this is so, we and our client, Tandem Productions, Inc., find it most distressing on two counts.

Firstly, as the distributor of the program on behalf of Tandem Productions, Inc., you stand in a position which is essentially a fiduciary relationship. That is to say, the distribution rights were granted to BCS by Tandem with the understanding that it and/or its designee would be operating on Tandem's behalf in securing the most advantageous sales. It necessarily follows that Tandem expects you to consult with it, and us, concerning any prospective sales so that Tandem could evaluate their commercial viability. Such consultation did not occur in this case, and we and our client would like to know why you took upon yourselves the responsibility of consummating this sale, if indeed you did so.

Secondly, it would appear that a sale to a local station in Canada would not be in the best interest of either Tandem or yourself. As you must know, the possibility of a national sale in Canada has been a distinct possibility, which possibility could not but be jeopardized by this local sale.

cont.../

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Authorized By Stipulation
Among Viacom, Tandem And CBS"

EN47

Plaintiff's Exhibit 47
Letter 6/9/71, Cohn to Block

We and Tandem consider this action on your part to be a grievous injury to Tandem's rights and we hereby respectfully request that you provide us with an explanation as to why this sale was entered into without consultation with us or Tandem and in disregard of the interests of all parties, yourselves included.

Very truly yours,

SAMUEL C. COHN

SCC/il
cc: Mr. Norman Lear
Mr. Bud Yorkin
Martin Perlberger, Esq.
J. William Hayes, Esq.

Letter, 6/9/71, Perry to Cohn

0897

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Deft. Exh. For ID 48
Plf. Exh. ~~in Ev~~
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

RE: ALL IN THE FAMILY

Dear Sam:

Pursuant to your advice given to me in January, which was reconfirmed on Tuesday, CBS finalized its arrangements in England with the BBC for the telecasting of ALL IN THE FAMILY.

We appreciate your help in this matter.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Sam Cohn, Esq.
Creative Management Associates
600 Madison Avenue
New York, New York

June 9, 1971

SP/jl

bc: Messrs. Agoglia, Daly, McGowan
Misses Nelson, Wellman

Plaintiff's Exhibit 53
Letter 6/14/71, Gilson to Wellman

0898

VIACOM ENTERPRISES
A DIVISION OF VIACOM INTERNATIONAL INC.
345 PARK AVENUE • NEW YORK, NEW YORK 10022 • (212) 371-5300

Dear Elsie:

Just as a follow up to our conversation the other day regarding ALL IN THE FAMILY, I really need the costs for Europe.

Obviously, a sale to Germany would probably present no problems as I would assume that the license fee would be more than adequate to cover the Aftra payments. However, when it comes to Finland and Sweden, we will be coming closer to the line and I will need the actual figures to determine whether the sale is a profitable one or not.

Best regards,

Frederick L. Gilson
Vice President
International Sales

Mrs. Elizabeth Wellman
CBS Television Network
51 West 52 Street
New York, New York 10019

June 14, 1971

FLG:pd

"Confidential Not To Be
Disclosed Except As
Authorized By Litigation
Among Viacom, Tandem And CBS"

E 1/53

Plaintiff's Exhibit 54
Letter 6/18/71, Wellman to Gilson

0899

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Confidential Not To Be
Used [illegible] Except As
[illegible] Publication
Among Viacom, Tandem And CBS"

RE: ALL IN THE FAMILY

Dear Fred:

In answer to your letter regarding residual costs for sale in Europe, I have finally been able to procure the rough figures. Talent plus Musicians' costs average $300 to $400 per episode. With regard to the total for both the Directors and Writers, costs average $850 to $900, per episode.

Please be reminded that Talent and Musicians' costs are triggered per AFTRA area sold. Directors and Writers are entitled to one payment for worldwide use. Additional payments are incurred when the gross per episode exceeds $6,000 and again when it exceeds $8,000 (WGA) and when the gross exceeds $7,000 and $10,000 (DGA).

You mentioned sales in Finland and Sweden in your letter. As we have previously advised, rights for each market requires separate clearance from the Packager. To date, the only country in continental Europe that has been cleared is Germany.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

Mr. Frederick L. Gilson
Vice President
International Sales
Viacom Enterprises
345 Park Avenue
New York, New York 10022

RECEIVED
JUN 21
SHELDON SALES

June 18, 1971
cc Messrs. Daly, Perry

E454

Plaintiffs' Exhibit No. 56
Letter, 6/18/71, Perlberger to Lear

0900

LAW OFFICES
Kaplan, Livingston, Goodwin, Berkowitz & Selvin
450 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
TELEPHONES (213) 274-8011 AND 878-0600
CABLE ADDRESS: KAPTON

EUROPEAN OFFICE
18-20 PLACE DE LA MADELEINE
PARIS 8E, FRANCE
742-2331
RESIDENT PARTNER
SAMUEL PISAR

OF COUNSEL
GEORGE W. COHEN
MELVILLE B. NIMMER

LEON KAPLAN
MONTE E. LIVINGSTON
HAROLD D. BERKOWITZ
EUGENE S. GOODWIN
HERMAN F. SELVIN
BAYARD F. BERMAN
EARL S. PRICE
SEYMOUR M. BRICKER
MALCOLM R. HARRISON
MARTIN PERLBERGER
HENRY POLLARD
PAUL H. BARNETT
ERIC WEISSMANN
GERALD J. MEHLMAN
ROGER SHERMAN
SOL ROSENTHAL
CHARLES M. LEVY
STEPHEN A. BAUMAN
GARY O. COHOFF
MICHAEL BERGMAN
HARRY L. USHER
ROBERT O. KAPLAN
CHARLES E. JONES
RICHARD B. KAPLAN
DAVID A. LEIPZIGER
DANIEL H. WOLFF
MURRAY S. WEBER
DONALD S. GREENBERG
NORMAN S. EBERSTEIN
PAULINE R. KRIPS
ARNOLD KASSOY
LESLIE S. ROTHENBERG
STANLEY M. COLEMAN
RONALD M. MICON
STUART CHRISTENFELD
SHELDON J. WEISEL

June 18, 1971

IN REPLY PLEASE REFER TO:

1052.15

Deft. Exh. For ID 56
Plf. Exh. In EV
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

r. Norman Lear
andem Productions, Inc.
901 Avenue of the Stars
os Angeles, California, 90067

Re: "ALL IN THE FAMILY" - CBS

ear Norman:

After reviewing the revised CBS contract with Anne Nelson's etter of June 16, 1971, my comments are as follows:

. In connection with Paragraph 19(a) and 19(b) of the contract, I suggest you carefully read these provisions n the contract and also the third paragraph of Anne Nelson's etter of June 16, 1971, so we can then determine what position o take in that regard.

. I have already obtained the agreement of Anne Nelson to change the address for Tandem Productions, Inc. from CBA, ew York to 1901 Avenue of the Stars, Los Angeles.

. Bill Hayes's letter to Don Sipes of March 26, 1971 has not been reflected in this contract insofar as it concerns he conversion to a straight license deal and the increase of the otal license fee by $750 per new show. However, Anne Nelson lready told me on the telephone that these changes will be reflected n an amendment she is having the legal department prepare.

. Anne Nelson told me by telephone and I agreed with her, subject to any comments you may have as to the accuracy f this change, that the first two lines of page 2 will be changed o read "CBS has advanced the sum of $109,902.97 against first year icense fees and CBS has received said advance".

ONLY COPY AVAILABLE

5. Paragraph 10 on pages 3 and 4 is supposed to cover the increase for the black family, but it should not be limited to the 1970-71 and the 1971-72 seasons. That increase should apply to all seasons of the show. Furthermore, that increase should apply to whatever the costs are of those actors rather than the specified amounts contained in Paragraph 10. However, I would appreciate your advising me whether these amounts in Paragraph 10 are accurate, assuming, of course, that CBS will add fringe benefits and employer's contributions and taxes.

6. On page 4, Paragraph 11 must be changed to exclude Canada from the broadcast area.

7. On page 4, Anne Nelson already agreed by telephone to change the first sentence of Paragraph 12 so as to read the same as the prior version of this contract which effectively gives Tandem the right to deduct a 35% merchandising fee from the merchandising proceeds before computing the CBS 15% profit participation.

8. On page 4, the second sentence of Paragraph 12 must be changed to provide that the "CBS standard distribution fees" should not exceed distribution fees charged by CBS for any other television series, and, in any event, we should know exactly what these fees are so we can negotiate them before signing the contract.

9. In the last sentence of Paragraph 12 on page 4, there should be deleted "from which CBS derives payments specifically for said Canadian broadcasts", since payments should be made for any Canadian broadcast, whether or not CBS derives specific payments therefor. In addition, there should be added at the end "and CBS will pay Contractor, as a non-recoupable advance against such equal share of net profits, sums equal to ten percent (10%) of the applicable license fees specified in Paragraph 4 hereof".

10. On Page 4, Paragraph 14 will have to be changed to convert this deal into a straight license fee arrangement, which would involve increasing the license fees in Paragraph 4 by $7500. However, that will be done by separate agreement which Anne Nelson has asked the CBS legal department to prepare.

11. On page 5, Paragraph 17 must be eliminated, since we cannot get these rights from performing talent in connection with commercials.

...rman Lear
...18, 1971
...ge three.

12. On page 5, Paragraph 18 should provide that the exclusivity to CBS applies only on television in the broadcast area, since we cannot give CBS exclusivity except on television in the broadcast area. Furthermore, there should be the usual guest appearance exceptions for all continuing and other important members of the cast of the show, and there should be no exclusivity at all for any elements except the continuing cast members.

13. On page 6, Paragraph 20 should be modified by deleting in the first line "or in part" and inserting in the second line after "corporation" the phrase "succeeding to all or substantially all of its television business and assets". This will provide that CBS may only assign its rights in full and not in part and that CBS may only assign its rights to someone succeeding to all or substantially all of its television business and assets.

I have not reviewed Exhibit A, but I urge you to review and have the appropriate production personnel review Exhibit A to ascertain whether or not it is satisfactory, since it specifies the rates applicable to the CBS below-the-line facilities.

Please let me know if you have any additional comments and if you have any questions or suggestions regarding the foregoing, so we can try to clean this situation up without undue delay.

Sincerely,

Martin Perlberger

MP/jp

cc: Bud Yorkin
J. William Hayes, Esq.
Sam Cohn

Plaintiff's Exhibit 57
Memorandum 6/25/71, Nelson to Perry

0903

FROM: Anne Nelson
TO: SHELDON PERRY
DATE: June 25, 1971

Re: ALL IN THE FAMILY

In addition to the three small changes reflected in my memo of June 18, Martin Perlberger has today asked for the following:

They would be prepared to accept my letter of June 16 if the last portion of Paragraph 3 is deleted starting with "and provided further that."

He asked for a clearer understanding that the dollar change will be reflected in an amendment and I have assured him it will be.

Paragraph 10: In principle they have agreed to add the black family and the actual costs are subject to CBS's prior approval. He does not want to specify the dollar amounts at this point. He has also asked for payroll tax and fringe, which I have rejected, and he specified it was not to be confined to the two seasons, which I have also rejected.

Paragraph 11: His position is that Canada is not a part of the broadcast area.

Paragraph 12: His position is that they must get 7½% of the initial package price for Canada, whether CBS actually receives any income from the Canadian use or not.

Fred Wing is changing the language back to the original, but he wants a specified percentage of what the CBS distribution fees will be and wants assurance that they won't exceed the fees charged for any other series.

Paragraph 14: For the second and subsequent years I agreed that this will be covered with an amendment.

Paragraph 17: He advises they have been unable to secure commercial participation from the talent, particularly Carol O'Connor. They will do their best to get the talent to cooperate if we come to them with specifics.

0904

Paragraph 18: Exclusivity should only apply on TV and only in the broadcast area. For this purpose he will include Canada. Within the syndicated countries they cannot give it to us on an exclusivity basis because of "till-death do us part." Also under exclusivity he advises they cannot deliver Norman Lear, the writers, or John Rich on an exclusive basis. Additionally, the running cast members are allowed three guest appearances in each 13 weeks, subject to time and product exclusivity.

Paragraph 20: He is again asking for the deletion of "or in part" in line 1, and after "corporation" wishes to add, "succeeding to all or substantially all of its television business and assets." If Viacom is not a CBS division, he does not want to be assigned to them without knowing the terms.

Bud Yorkin is reviewing the below-the-line rate card and he has no comments on that as yet.

Please advise the next move.

A.B.

cc: Gerald Rubin
Don Sipes
Fred Wing

Plaintiff's Exhibit 59
Memorandum 7/1/71, Perry to Daly

0905

FROM: Sheldon Perry
TO: MR. ROBERT A. DALY
DATE: July 1, 1971

cc Donald Sipes

RE: ALL IN THE FAMILY

As per Don Sipes suggestion, I telephoned Bill Hayes to discuss the open points with respect to the ALL IN THE FAMILY contract.

As I started to discuss some of the points (e.g. Canada), Bill said that that kind of thing would have to be discussed with Sam Cohn, inasmuch as Sam made those kind of arrangements while Bill only made the "money" points. My feeling is that we will not receive any immediate help from Bill in resolving this matter. Bill did say that at such time as Martin Perlberger provided him with a final list of open points, he would take them up with his principles.

Where do we go from here?

SP

59

Plaintiff's Exhibit 62
Letter 7/28/71, Nelson to Hayes

0906

CBS
TELEVISION
NETWORK
A Division of Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) OLive 1-2345

"Confidential. Not To Be
Used Or Copied Except As
Authorized By Stipulation
Among Viacom, Tandem And CBS"

July 28, 1971

Dear Bill:

Enclosed is a CBS check dated July 22, 1971, in the amount of $10,000, which is the payment agreed to under paragraph #12 of the memo of agreement between CBS and TANDEM PRODUCTIONS in connection with "All In The Family".

We are hopeful that the revised pages will be out to all of you before the end of the week and that you will find them in order for signature.

Kindest regards.

Sincerely,

"Confidential. Not To Be
Used Or Copied Except As
Authorized By Stipulation
Among Viacom, Tandem And CBS"

Anne Nelson
Business Affairs

Mr. Bill Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California 90212

Enclosure

cc: Mr. Perlberger
Mr. Perry
Mr. Rubin

E 62

Plaintiffs' Exhibit No. 63
Letter, 7/29/71, Wing to Perlberger

0907

CBS
Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) OLive 1-2345

Frederick C. Wing, General Attorney

jim

RECEIVED
AUG 03 1971
ROBERT A. DALY

Dear Martin:

Re: ALL IN THE FAMILY

Attached please find what I believe is the final revision, ready for execution, of the basic Memorandum of Agreement dated July 10, 1970, and an amendment thereof dated July 21, 1971. These documents now fully reflect the business discussions between Sam Cohn and Don Sipes, and the legal discussions between Anne Nelson and Sheldon Perry and yourself.

I am sending you eight copies of each and I would appreciate your having six of each executed and returned to Anne Nelson for execution by us.

Sincerely,

Fred Wing

Martin Perlberger, Esq.
Kaplan, Livingston, Goodwin, Berkowitz &Selvin
450 N. Roxbury Drive
Beverly Hills, California 90216

July 29, 1971

FCW/ad
Enc.
cc: R. Kaiser
G. Rubin
R. Daly ✓
A. Nelson
S. Perry
S. Cohn
By messenger

ONLY COPY AVAILABLE

TELEVISION NETWORK
A Division of Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) OLive 1-2345

0908

July 21, 1971

Tandem Productions, Inc.
1901 Avenue of the Stars
Suite 670
Los Angeles, California 90067

RE: ALL IN THE FAMILY

Gentlemen:

Reference is made to the Memorandum of Agreement between us dated as of July 10, 1970.

Said Memorandum of Agreement is hereby amended as follows:

1) Paragraph 4 - As a result of CBS' agreement to include the $7,500 override in the license fee for new programs effective with the 1971-72 season, the new program prices shall be as follows:

"1st year (1971-72).....$80,000
2nd year (1972-73).....82,500
3rd year (1973-74).....85,000
4th year (1974-75).....87,500
5th year (1975-76).....90,000

In addition to the foregoing, CBS shall pay Contractor an additional sum of $750 per new program produced for the 1971-72 season."

2) Paragraph 14 - Effective with the 1971-72 season, Contractor shall pay actual below-the-line costs on a weekly basis with no $7,500 override protection inasmuch as the override has been added to the license fee.

Except as modified above, all other terms and conditions of said July 10, 1970 Memorandum of Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Will you please sign in the space provided for below to conform your acceptance hereof.

Very truly yours,

CBS TELEVISION NETWORK
a division of Columbia
Broadcasting System, Inc.

By_____

ACCEPTED AND AGREED:

Tandem Productions, Inc.

By_____

NETWORK, a division of Columbia Broadcasting System, Inc., 51 West 52nd Street, New York, New York (hereinafter called "CBS") and Tandem Productions, Inc., 1901 Avenue of the Stars, Suite 670, Los Angeles, California 90067 (hereinafter called "Contractor").

1) Contractor shall produce and furnish for broadcast over the television facilities of the CBS Television Network a series of one half-hour programs which shall be produced in color, on video tape, entitled ALL IN THE FAMILY. The series essentially will be a topical satire in conformance with material furnished to CBS and it is understood that Contractor will only be approximately two to three weeks ahead of air in order to keep the series topical. Each program will be produced to conform to a program format mutually approved between the parties.

2) CBS shall have the right to commence the broadcast of the series in mid-season of the 1970-71 season (in which event CBS must so advise Contractor on or before November 15, 1970) or the fall of 1971.

3) The series term shall be 5½ years (in the event the broadcast of the series is commenced mid-season 1970-71) or five years (in the event the broadcast of the series is commenced in the fall of 1971). CBS shall have the right to terminate this agreement effective at the end of any then current broadcast season by written notice to Contractor on or before April 1 of the then current broadcast season. If CBS does not exercise its right of termination, CBS shall have its customary first negotiation rights with respect to continuation of the series and, if the parties fail to reach agreement, first refusal rights for one year thereafter in connection with any third party offers which are equal to or less favorable to Contractor than Contractor's last offer to CBS.

4) The programs shall be delivered at the following license fees:

	Per New Program	Per Repeat
Mid-season 1970-71 (if applicable)	$72,500	$18,000
1st year (1971-72)	72,500	18,000
2nd year (1972-73)	75,000	18,750
3rd year (1973-74)	77,500	19,500
4th year (1974-75)	80,000	20,250
5th year (1975-76)	82,500	21,000

CBS had advanced the sum of $109,902.97 against first year license fees and CBS has recouped said advance.

Contractor shall also be entitled to a non-recoupable pre-production fund of up to $12,000 for accountable and substantiated pre-production expenses.

The above license fees are subject to the customary union, governmental and industry wide increases or decreases effective from and after July 10, 1970.

5) The applicable price for new program shall be payable as follows: two-thirds upon completion of taping and one-third upon delivery. The applicable repeat fee will be payable within ten days after broadcast of the repeat.

6) Commitments:

(i) Mid-season 1970-71 start:

13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(ii) Fall 1971-72 start:

13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(iii) Notwithstanding subdivision (iv) below, in the event CBS commences broadcasting mid-season 1970-71 and does not exercise its right to terminate effective at the end of the 1970-71 season, CBS' minimum commitment for the 1971-72 season will be 13 new programs and CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before April 1, 1972 will be deemed to have been exercised.

(iv) Subsequent years:

16 new programs; CBS shall have the right to increase its order for new programs on a week to week basis, but in no event more than 14 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before the April 1 of the then current broadcast season will be deemed to have been exercised.

(v) During each broadcast season for which CBS orders new programs, CBS shall have the right to broadcast repeat programs on an as needed basis.

(vi) Notification for the ordering of any additional new program(s) beyond the order of the minimum commitment must be given at least three weeks prior to its scheduled telecast date.

7) The site for production of the series programs shall be California.

8) CBS shall have full prior approvals with respect to all key creative elements and of such cast members, if any, who are featured in at least seven programs in the average out of every 13 new programs produced. CBS shall have the

further right to approve of any substitute of any person or element approved by CBS. Jean Stapleton and Carroll O'Connor as leads, Sally Struthers and Rob Reiner as "Gloria" and "Mike", Michael Evans as "Lionel", and John Rich as Director have been approved, and the services of Stapleton, O'Connor, Struthers, and Reiner in each program hereunder are of the essence of this agreement.

9) Contractor warrants and represents that it has the agreement of Norman Lear that Norman Lear will produce and be the headwriter of the series on the following basis:

(i) if the series is commenced for a mid-season 1970-71 start, all new programs produced for the 1970-71 season and if the termination right exercisable on or before April 1, 1971 is not exercised for a minimum of the first 13 new programs for the 1971-72 season.

(ii) if the series is commenced for a fall 1971-72 start, for all new programs produced for the 1971-72 season.

After the applicable requirements set forth hereinabove in this paragraph have been satisfied, Norman Lear, at his sole election, may choose to render services as only Executive Producer of the series, it being understood that CBS' creative approval rights as set forth in Paragraph 8 shall be applicable with respect to any person thereafter rendering services as producer and/or stager and/or headwriter. It is understood that the services of Norman Lear as set forth hereinabove are of the essence of this agreement.

10) CBS shall reimburse Contractor for the cost (including*fringes and employer contributions and taxes) of the "black family" for each program in which any or all of such "black family" appears, it being understood that:

(a) CBS shall have prior approval of the business arrangement for each member of the "black family",

(b) No member of the "black family" other than Lionel shall appear in more than 13 episodes in any broadcast season.

11) The broadcast area shall be the United States, its territories and possessions (including Puerto Rico) Bermuda and Antigua. The broadcast area may be extended to include Canada (pre-release or otherwise) to accommodate a sale by CBS to an advertiser(s). With respect to broadcasts of the programs in Canada pursuant to the previous sentence, Contractor shall receive 60% and CBS shall receive 40% of the net profits from such Canadian broadcasts without deduction of any distribution fee, but minus actual out-of-pocket costs.

*actual out-of-pocket

**program

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12) Contractor shall have all merchandising rights at a [redacted] merchandising fee. CBS shall be entitled to receive 15% of net profits from merchandising after the deduction of the aforesaid merchandising fee which includes standard costs and expenses of merchandising. CBS shall have all syndication and distribution rights to the programs, to the extent that Contractor shall secure the same, at CBS' standard distribution fees (40% foreign, 40% domestic station-by-station, 25% domestic regional, 10% domestic network) and CBS shall pay Contractor all net profits derived therefrom after deduction of said distribution fees and all distribution expenses. Contractor warrants and represents that as of this date, it has secured syndication and distribution rights in the United States, its territories and possessions (including Puerto Rico), Bermuda, Antigua, Canada, Great Britain and West Germany, on free television (including cable television not constituting "pay-TV"). Contractor will use its best efforts to secure additional syndication and distribution areas and CBS will reimburse Contractor for its expenses in securing same, up to a maximum of $16,000. Contractor will constantly advise CBS of its progress in securing any such additional area(s).

13) CBS shall have its customary first negotiation/first refusal rights with respect to any spin-off from and stripping of this series.

14) The parties have negotiated the terms and conditions for Contractor's use of CBS' California below-the-line facilities in connection with the production of the series. The below-the-line facilities rates to be charged for each year, priced at CBS' standard rates are set forth in Exhibit A attached hereto, and to that extent, the below-the-line elements ordered by Contractor at the applicable rates are included in the package price for new programs specified in Paragraph 4 hereof. It is understood that Contractor shall be "protected" with respect to such below-the-line rates for the life of this agreement. (It is understood that CBS shall accept as an allowable below-the-line charge the sum of $500 against rent, offices, etc.). In the event that the average below-the-line charges for the applicable contract year exceed the amount of $22,500 multiplied by the number of new programs produced during such contract year, CBS agrees to absorb such excess up to an average of $7,500 per program so produced. Any excess above the amount specified above shall be borne by Contractor with no right of reimbursement or recoupment whatsoever. The parties intend to enter into a formal agreement for the use of such facilities.

15) Any cost of re-editing new programs for purposes of repeating the same hereunder shall be borne by Contractor.

16) As used herein, "network broadcast" means a broadcast, transmission and/or exhibition by means of simultaneously interconnected television devices, methods and improvements, now or hereafter known, without limitation; a network broadcast includes delayed broadcasts made not later than 60 days after such simultaneous broadcast, transmission and/or exhibition over any facilities that shall not have been used therefor, although ordered therefor or normally used in connection with similar broadcasts, transmissions, and/or exhibitions; the television devices, methods and improvements referred to herein include, but are not limited to, so-called "booster" and "translator" stations and relay systems, as well as antenna systems which

receive and retransmit or redistribute (with or without amplification), television signals by wire or cable connection or otherwise to television receiving sets.

17) Contractor shall use reasonable efforts to secure from major performing talent that they will be available to perform lead-ins and lead-outs to commercials and commercials themselves during production periods for network sponsors at no additional expenses to CBS or the sponsor(s).

18) (a) The ALL IN THE FAMILY (as distinguished from TILL DEATH DO US PART) property, the series, the programs and all elements thereof shall be exclusive to CBS in television, radio and feature films from the date hereof until the expiration of the term of this Agreement within the broadcast area. The program series TILL DEATH DO US PART will not be exhibited on television in the broadcast area during the term hereof. For the purpose hereinabove set forth, Canada shall be deemed to be part of the broadcast area.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that Norman Lear, the writers and John Rich and minor performing talent are not exclusive to the series. Further, the featured cast members will each be allowed to make three guest appearances during each 13 week cycle subject to granting time period and major sponsor protection.

19) (a) The parties hereto recognize that the concept of the program series represents an attempt at a new departure in conventional American television entertainment in that the comic premise of the program series is the satirization of political attitudes. Each program, however, shall comply with all CBS Program Practices policies and standards and CBS may require Contractor to make such changes in the script for any program or any material contained in any program or to edit any completed program as may be necessary to secure compliance with such policies and standards.

(b) In furtherance of CBS' rights pursuant to subparagraph (a) of this paragraph 19 and in order to fulfill the purpose of the program series as set forth in said subparagraph (a), Contractor warrants that neither the series nor any program therein shall become or be what would be considered the television equivalent of a tract on behalf of any political ideology or viewpoint, and that the range of political attitudes satirized in the program series shall be sufficiently varied so that the series does not become identified with any particular ideology or viewpoint.

CBS hereby acknowledges that it took delivery of the first thirteen programs in the series as acceptable for broadcast and that CBS will not hereafter claim that Contractor was in breach of its obligations in respect to those programs; provided, however, that CBS reserves the rights, should the need arise in CBS' opinion, to require Contractor to correct any imbalance in or respecting any one or more of those

programs in connection with their future use, the same to be done at CBS' expense; and provided further that CBS retains the right to require Contractor to correct any overall imbalance in those first thirteen programs by appropriate adjustments in program material in subsequent programs in the series.

20) CBS may assign its rights hereunder in full or in part to any person, firm or corporation provided, however, that no such assignment shall relieve CBS of its obligations hereunder.

21) The parties intend that mutually agreeable provisions customary in agreements of this nature, including, but not limited to, those covering additional warranties, indemnities, name and likeness, pay-or-play, morals, insurance, force majeure and breach, shall be applicable to this Memorandum of Agreement. The details of such provisions shall, together with the provisions hereof, be incorporated into a more formal agreement which, when executed, shall replace this Memorandum of Agreement. In addition, CBS' standard contract provision in respect of package supplier's compliance with Section 508 of the Federal Communications Act shall be applicable to this Memorandum of Agreement and shall be incorporated in the said more formal agreement.

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By_____

ACCEPTED AND AGREED:

TANDEM PRODUCTIONS, INC.

By_____

7
22
71

BETWEEN TANDEM PRODUCTIONS, INC. AND CBS TELEVISION NETWORK

Below-the-line facilities rates

TECHNICAL SERVICES	UNIT	RATE
Telecine Projector	Hour	$100.00
VT Playback/Record/Edit	Hour	85.00
Inhouse Camera*	Day	300.00
Four Track Audio*	Hour	30.00
Orchestra Pre-Record/Balance*	Hour	25.00
Video Tape Stock Sold	Hour	255.00
Video Tape Stock Returned	Hour	200.00 cr.
Technician	Hour	17.00
Sound Effects Man	Hour	20.00
FILM SERVICES		
Projection Room	Hour	15.00
Film Editor	Hour	15.00
STUDIOS AND SHOPS		
Studio Operation	Hour	250.00
Studio Set/Strike	Hour	125.00
Control Room	Hour	30.00
Rehearsal Hall	Hour	20.00
Stagehand	Hour	8.00
Electric Shop Man	Hour	12.00
Make-Up/Hairdresser	Hour	11.00
Stage Manager	Hour	12.00
Lighting Director	Hour	15.00
Carpenter	Hour	11.00
Scenic Artist	Hour	11.00
Wardrobe Handler	Hour	9.00
Set Decorator	Hour	11.00
Special Effects Man	Hour	12.00
Graphic Artist	Hour	14.00
Draper	Hour	11.00
Prop Handler	Hour	8.00

*Rate does not include manpower.

aintiffs' Exhibit No. 65
tter, 7/29/71, Wing to Perlberger

As of July 10, 1970

CBS Television Network
A division of Columbia
Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019

Gentlemen:

You have entered into an agreement dated July 10, 1970 with Tandem Productions, Inc. (Contractor) pursuant to which Contractor agreed to furnish to you my services in a program series presently entitled ALL IN THE FAMILY.

In consideration of your entering into said Agreement, I acknowledge that I have carefully examined said Agreement. I agree that insofar as the same provides for the performance of services by me and the imposition of duties and obligations upon me, I will faithfully perform all of the same to the best of my ability and to the same extent as though I had entered into an agreement directly with you, in which I agreed to perform such services, and assumed such obligations and duties. I acknowledge that you would not have entered into the Agreement but for the execution of this agreement by me.

Very truly yours,

Norman Lear

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Plaintiffs' Exhibit No. 64A-1
Letter, 8/26/71, Harrison to Nelson

August 26, 1971

0918

1052.15

rs. Anne Nelson
usiness Affairs
BS Television Network
800 Beverly Boulevard
os Angeles, California

Re: Tandem Productions, Inc. -
"ALL IN THE FAMILY" - CBS Agreement

Dear Mrs. Nelson:

In accordance with our conversation, I am enclosing six copies of each of the following documents relating to this matter:

1. Memorandum of Agreement, dated July 10, 1970, between CBS Television Network and Tandem Productions, Inc., and supplemental letter from Norman Lear to CBS Television Network also dated July 10, 1970, which documents have been signed by Tandem Productions and Mr. Lear respectively.

2. Amendment dated July 21, 1971 to the above Memorandum of Agreement, which has also been signed by Tandem.

3. Supplemental letter from CBS Television Network to Tandem Productions, dated August 26, 1971, referring to the separate agreements to be entered into with Viacom with respect to syndication and distribution rights in the series. The purpose of this supplemental letter is, of course, to prevent any conflict between the provisions of Paragraph 12 of the Memorandum of Agreement and the syndication and distribution arrangements being worked out with Viacom with CBS' knowledge and consent.

Will you please have all copies of the enclosures signed by CBS Television Network, and return to us at least three copies

PLAINTIFF EXT.
NO. 64A-1 FOR IDENT.
BEN HYATT, NOTARY PUBLIC
Lear 8/2/73

of the Memorandum of Agreement and amendment dated July 21, 1971, and all copies of the supplemental letter referred to in Paragraph 3, which we will then have signed by Tandem.

Very truly yours,

Haldon R. Harrison

HRH:ilc
Encls.
cc: Norman Lear
Bud Yorkin
J. William Hayes
Martin Ransohoff
(all w/copy of item 3)

Plaintiffs' Exhibit No. 65A
Memorandum of Agreement dated as of
July 10, 1970, between CBS and Tandem

0920

MEMORANDUM OF AGREEMENT dated as of July 10, 1970 by and between CBS [illegible] NETWORK, a division of Columbia Broadcasting System, Inc., 51 West 52nd Street, New York, New York (hereinafter called "CBS") and Tandem Productions, Inc., 1901 Avenue of the Stars, Suite 670, Los Angeles, California 90067 (hereinafter called "Contractor").

1) Contractor shall produce and furnish for broadcast over the television facilities of the CBS Television Network a series of one half-hour programs which shall be produced in color, on video tape, entitled ALL IN THE FAMILY. The series essentially will be a topical satire in conformance with material furnished to CBS and it is understood that Contractor will only be approximately two to three weeks ahead of air in order to keep the series topical. Each program will be produced to conform to a program format mutually approved between the parties.

2) CBS shall have the right to commence the broadcast of the series in mid-season of the 1970-71 season (in which event CBS must so advise Contractor on or before November 15, 1970) or the fall of 1971.

3) The series term shall be 5½ years (in the event the broadcast of the series is commenced mid-season 1970-71) or five years (in the event the broadcast of the series is commenced in the fall of 1971). CBS shall have the right to terminate this agreement effective at the end of any then current broadcast season by written notice to Contractor on or before April 1 of the then current broadcast season. If CBS does not exercise its right of termination, CBS shall have its customary first negotiation rights with respect to continuation of the series and, if the parties fail to reach agreement, first refusal rights for one year thereafter in connection with any third party offers which are equal to or less favorable to Contractor than Contractor's last offer to CBS.

4) The programs shall be delivered at the following licence fees:

	Per New Program	Per Repeat
Mid-season 1970-71 (if applicable)	$72,500	$18,000
1st year (1971-72)	72,500	18,000
2nd year (1972-73)	75,000	18,750
3rd year (1973-74)	77,500	19,500
4th year (1974-75)	80,000	20,250
5th year (1975-76)	82,500	21,000

CBS had advanced the sum of $109,902.97 against first year license fees and CBS has recouped said advance.

Contractor shall also be entitled to a non-recoupable pre-production fund of up to $12,000 for accountable and substantiated pre-production expenses.

The above license fees are subject to the customary union, governmental and industry wide increases or decreases effective from and after July 10, 1970.

Ex 65-A

5) The applicable prices per new program shall be payable as follows: two-thirds upon completion of taping and one-third upon delivery. The applicable repeat fee will be payable within ten days after broadcast of the repeat.

6) Commitment:

(i) Mid-season 1970-71 start:

13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(ii) Fall 1971-72 start:

13 new programs; CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs.

(iii) Notwithstanding subdivision (iv) below, in the event CBS commences broadcasting mid-season 1970-71 and does not exercise its right to terminate effective at the end of the 1970-71 season, CBS' minimum commitment for the 1971-72 season will be 13 new programs and CBS shall have the right to increase its order for new programs on a week to week basis but in no event more than 17 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before April 1, 1972 will be deemed to have been exercised.

(iv) Subsequent years:

16 new programs; CBS shall have the right to increase its order for new programs on a week to week basis, but in no event more than 14 additional new programs provided that an aggregate of 22 new programs must be ordered or the termination right exercisable on or before the April 1 of the then current broadcast season will be deemed to have been exercised.

(v) During each broadcast season for which CBS orders new programs, CBS shall have the right to broadcast repeat programs on an as needed basis.

(vi) Notification for the ordering of any additional new program(s) beyond the order of the minimum commitment must be given at least three weeks prior to its scheduled telecast date.

7) The site for production of the series programs shall be California.

8) CBS shall have full prior approvals with respect to all key creative elements and of such cast members, if any, who are featured in at least seven programs in the average out of every 13 new programs produced. CBS shall have the

5) The applicable prices per new program shall be payable as follows: two-thirds upon completion of taping and one-third upon delivery. The applicable repeat fee will be payable within ten days after broadcast of the repeat.

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-3-

further right to approve of any substitute of any person or element approved by CBS. Jean Stapleton and Carroll O'Connor as leads, Sally Struthers and Rob Reiner as "Gloria" and "Mike", Michael Evans as "Lionel", and John Rich as Director have been approved, and the services of Stapleton, O'Connor, Struthers, and Reiner in each program hereunder are of the essence of this agreement.

9) Contractor warrants and represents that it has the agreement of Norman Lear that Norman Lear will produce and be the headwriter of the series on the following basis:

(i) if the series is commenced for a mid-season 1970-71 start, all new programs produced for the 1970-71 season and if the termination right exercisable on or before April 1, 1971 is not exercised for a minimum of the first 13 new programs for the 1971-72 season.

(ii) if the series is commenced for a fall 1971-72 start, for all new programs produced for the 1971-72 season.

After the applicable requirements set forth hereinabove in this paragraph have been satisfied, Norman Lear, at his sole election, may choose to render services as only Executive Producer of the series, it being understood that CBS' creative approval rights as set forth in Paragraph 8 shall be applicable with respect to any person thereafter rendering services as producer and/or stager and/or headwriter. It is understood that the services of Norman Lear as set forth hereinabove are of the essence of this agreement.

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(a) CBS shall have prior approval of the business arrangement for each member of the "black family",

(b) No member of the "black family" other than Lionel shall appear in more than 13 episodes in any broadcast season.

11) The broadcast area shall be the United States, its territories and possessions (including Puerto Rico) Bermuda and Antigua. The broadcast area may be extended to include Canada (pre-release or otherwise) to accommodate a sale by CBS to an advertiser(s). With respect to broadcasts of the programs in Canada pursuant to the previous sentence, Contractor shall receive 60% and CBS shall receive 40% of the net profits from such Canadian broadcasts without deduction of any distribution fee, but minus actual out-of-pocket costs.

*actual out-of-pocket

**program

12) Contractor shall have all merchandising rights at a 35% merchandising fee. CBS shall be entitled to receive 15% of net profits from merchandising after the deduction of the aforesaid merchandising fee which includes standard costs and expenses of merchandising. CBS shall have all syndication and distribution rights to the programs, to the extent that Contractor shall secure the same, at CBS' standard distribution fees (40% foreign, 40% domestic station-by-station, 25% domestic regional, 10% domestic network) and CBS shall pay Contractor all net profits derived therefrom after deduction of said distribution fees and all distribution expenses. Contractor warrants and represents that as of this date, it has secured syndication and distribution rights in the United States, its territories and possessions (including Puerto Rico), Bermuda, Antigua, Canada, Great Britain and West Germany, on free television (including cable television not constituting "pay-TV"). Contractor will use its best efforts to secure additional syndication and distribution areas and CBS will reimburse Contractor for its expenses in securing same, up to a maximum of $16,000. Contractor will constantly advise CBS of its progress in securing any such additional area(s).

13) CBS shall have its customary first negotiation/first refusal rights with respect to any spin-off from and stripping of this series.

14) The parties have negotiated the terms and conditions for Contractor's use of CBS' California below-the-line facilities in connection with the production of the series. The below-the-line facilities rates to be charged for each year, priced at CBS' standard rates are set forth in Exhibit A attached hereto, and to that extent, the below-the-line elements ordered by Contractor at the applicable rates are included in the package price for new programs specified in Paragraph 4 hereof. It is understood that Contractor shall be "protected" with respect to such below-the-line rates for the life of this agreement. (It is understood that CBS shall accept as an allowable below-the-line charge the sum of $500 against rent, offices, etc.). In the event that the average below-the-line charges for the applicable contract year exceed the amount of $22,500 multiplied by the number of new programs produced during such contract year, CBS agrees to absorb such excess up to an average of $7,500 per program so produced. Any excess above the amount specified above shall be borne by Contractor with no right of reimbursement or recoupment whatsoever. The parties intend to enter into a formal agreement for the use of such facilities.

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(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that Norman Lear, the writers and John Rich and minor performing talent are not exclusive to the series. Further, the featured cast members will each be allowed to make three guest appearances during each 13 week cycle subject to granting time period and major sponsor protection.

19) (a) The parties hereto recognize that the concept of the program series represents an attempt at a new departure in conventional American television entertainment in that the comic premise of the program series is the satirization of political attitudes. Each program, however, shall comply with all CBS Program Practices policies and standards and CBS may require Contractor to make such changes in the script for any program or any material contained in any program or to edit any completed program as may be necessary to secure compliance with such policies and standards.

(b) In furtherance of CBS' rights pursuant to subparagraph (a) of this paragraph 19 and in order to fulfill the purpose of the program series as set forth in said subparagraph (a), Contractor warrants that neither the series nor any program therein shall become or be what would be considered the television equivalent of a tract on behalf of any political ideology or viewpoint, and that the range of political attitudes satirized in the program series shall be sufficiently varied so that the series does not become identified with any particular ideology or viewpoint.

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programs in connection with their future use, the same to be done at CBS' expense; and provided further that CBS retains the right to require Contractor to correct any overall imbalance in those first thirteen programs by appropriate adjustments in program material in subsequent programs in the series.

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21) The parties intend that mutually agreeable provisions customary in agreements of this nature, including, but not limited to, those covering additional warranties, indemnities, name and likeness, pay-or-play, morals, insurance, force majeure and breach, shall be applicable to this Memorandum of Agreement. The details of such provisions shall, together with the provisions hereof, be incorporated into a more formal agreement which, when executed, shall replace this Memorandum of Agreement. In addition, CBS' standard contract provision in respect of package supplier's compliance with Section 508 of the Federal Communications Act shall be applicable to this Memorandum of Agreement and shall be incorporated in the said more formal agreement.

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By Gerald Rubin

ACCEPTED AND AGREED:

TANDEM PRODUCTIONS, INC.

By

7
22
71

Plaintiffs' Exhibit No. 65A Memorandum of Agreement dated as of July 10, 1970, between CBS and Tandem.

EXHIBIT A TO MEMORANDUM OF AGREEMENT DATED AS OF JULY 10, 1970
BETWEEN TANDEM PRODUCTIONS, INC. AND CBS TELEVISION NETWORK

Below-the-line facilities rates

TECHNICAL SERVICES	UNIT	RATE
Telecine Projector	Hour	$100.00
VT Playback/Record/Edit	Hour	85.00
Inhouse Camera*	Day	300.00
Four Track Audio*	Hour	30.00
Orchestra Pre-Record/Balance*	Hour	25.00
Video Tape Stock Sold	Hour	255.00
Video Tape Stock Returned	Hour	200.00 cr.
Technician	Hour	17.00
Sound Effects Man	Hour	20.00
FILM SERVICES		
Projection Room	Hour	15.00
Film Editor	Hour	15.00
STUDIOS AND SHOPS		
Studio Operation	Hour	250.00
Studio Set/Strike	Hour	125.00
Control Room	Hour	30.00
Rehearsal Hall	Hour	20.00
Stagehand	Hour	8.00
Electric Shop Man	Hour	12.00
Make-Up/Hairdresser	Hour	11.00
Stage Manager	Hour	12.00
Lighting Director	Hour	15.00
Carpenter	Hour	11.00
Scenic Artist	Hour	11.00
Wardrobe Handler	Hour	9.00
Set Decorator	Hour	11.00
Special Effects Man	Hour	12.00
Graphic Artist	Hour	14.00
Draper	Hour	11.00
Prop Handler	Hour	8.00

*Rate does not include manpower.

Plaintiffs' Exhibit No. 65A Memorandum of Agreement dated as of July 10, 1970, between CBS and Tandem.

0929

As of July 10, 1970

CBS Television Network
A division of Columbia
Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019

Gentlemen:

You have entered into an agreement dated July 10, 1970 with Tandem Productions, Inc. (Contractor) pursuant to which Contractor agreed to furnish to you my services in a program series presently entitled ALL IN THE FAMILY.

In consideration of your entering into said Agreement, I acknowledge that I have carefully examined said Agreement. I agree that insofar as the same provides for the performance of services by me and the imposition of duties and obligations upon me, I will faithfully perform all of the same to the best of my ability and to the same extent as though I had entered into an agreement directly with you, in which I agreed to perform such services, and assumed such obligations and duties. I acknowledge that you would not have entered into the Agreement but for the execution of this agreement by me.

Very truly yours,

Norman Lear

Plaintiffs' Exhibit No. 66
Letter Agreement, 7/21/71
between CBS and Tandem

0930

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) OLive 1-2345

Pltf. Exh. For ID 66
Pltf. Exh. In Evi.
Walter Shapiro CSR
Doyle Reporting Inc.
7-13-73

July 21, 1971

Tandem Productions, Inc.
1901 Avenue of the Stars
Suite 670
Los Angeles, California 90067

RE: ALL IN THE FAMILY

Gentlemen:

Reference is made to the Memorandum of Agreement between us dated as of July 10, 1970.

Said Memorandum of Agreement is hereby amended as follows:

1) Paragraph 4 - As a result of CBS' agreement to include the $7,500 override in the license fee for new programs effective with the 1971-72 season, the new program prices shall be as follows:

"1st year (1971-72).....$80,000
2nd year (1972-73).....82,500
3rd year (1973-74).....85,000
4th year (1974-75).....87,500
5th year (1975-76).....90,000

In addition to the foregoing, CBS shall pay Contractor an additional sum of $750 per new program produced for the 1971-72 season."

2) Paragraph 14 - Effective with the 1971-72 season, Contractor shall pay actual below-the-line costs on a weekly basis with no $7,500 override protection inasmuch as the override has been added to the license fee.

Except as modified above, all other terms and conditions of said July 10, 1970 Memorandum of Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Plaintiffs' Exhibit No. 66 Letter Agreement, 7/21/71 between CBS and Tandem.

Will you please sign in the space provided for below to conform your acceptance hereof.

Very truly yours,

CBS TELEVISION NETWORK
a division of Columbia
Broadcasting System, Inc.

By Gerald Rud

ACCEPTED AND AGREED:

Tandem Productions, Inc.

By

CBS
TELEVISION
NETWORK
A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY - CANADA

Dear Art:

This will confirm our conversation with regard to the station-by-staion sale by Viacom of ALL IN THE FAMILY in Canada to the effect that CTN may, at any time, exercise its recapture right for a mid-season replacement sale in Canada on a network extension basis.

This will also confirm our advice that the episode entitled, "Mike's Problems", production number 0208, may not be accepted by CTN for network telecast. Accordingly, unless it is definitely scheduled for U.S. broadcast, it may not be telecast in Canada. I will advise you as soon as a determination is reached.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

"Confidential Not To Be Used Or Disclosed Except As Authorized By Viacom, Tandem And CBS"

Mr. Arthur Kane
Director, International Marketing & Planning
Viacom Enterprises
345 Park Avenue
New York, New York 10022

cc Messrs. Daly, Perry
cc Mr. Frederick L. Gilson
Vice President, International Sales
Viacom Enterprises
345 Park Avenue
New York, New York 10022

November 10, 1971

E469

0933

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY

Dear Joe:

As you know, CBS has a recapture right with regard to ALL IN THE FAMILY syndication in Canada. Please be advised that a mid-season replacement sale has been made to the CBC Metro net in Canada, on a network extension basis and CBS is exercising its recapture right, effective January 6, 1972.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

Mr. Joseph B. Irwin
Director, Business Affairs
Viacom Enterprises
345 Park Avenue
New York, New York 10022

cc Messrs. Daly, Perry, McGowan

Mr. Frederick Gilson
Vice President, International Sales
Viacom Enterprises
345 Park Avenue
New York, New York 10022

Mr. Stanley Moldow
Manager, Special Projects
Viacom Enterprises
345 Park Avenue
New York, New York 10022

November 23, 1971

Deft. Exh. For ID 76
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-16-73

JOSEPH B. IRWIN
NOV 29 1971
AM 7,8,9,10,11,12,1,2,3,4,5,6
PM

TELEVISION NETWORK
A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Plaintiff's Exhibit 71
Memorandum 12/7/71, Wellman to Irwin

0934

"Confidential. Not To Be Disclosed To Anyone Except As Authorized By Executive Among Viacom, Tandem And CBS"

RE: ALL IN THE FAMILY

Dear Joe:

This will confirm our telephone conversation, regarding the syndication reporting to Tandem on ALL IN THE FAMILY.

Under the original arrangement, CBS acquired syndication rights from Tandem, and assigned them to Viacom. Presently, CBS no longer has syndication rights, but Viacom has negotiated directly with Tandem for said rights, (subject to certain restrictions as to Canada).

As the result of our original arrangement, your Accounting people have been reporting to CBS Accounting Department in the usual manner, covering sales and costs involved in syndication. I suggest that all reporting which has been made to CBS, be turned back to Viacom (revenue, costs, etc.), and that Viacom report to Tandem from inception of syndication. CBS has never had any equity since 100% of the net was payable to Tandem under its deal.

I believe we can eliminate what may result in complex bookkeeping should the reporting emenate from both CBS and Viacom.

Would you please be good enough to inform your Accounting people of the arrangement.

Thank you for your cooperation.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

Mr. Joseph B. Irwin
Director, Business Affairs Department
Viacom Enterprises
Park Avenue
New York, New York 10022

cc Messrs. McGowan, Von Klemperer
December 7, 1971

EW 71

Plaintiffs' Exhibit No. 72
Memorandum, 12/14/71, Wellman to Irwin

0935

TELEVISION NETWORK
A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

~~Deft.~~ Exh. For ID 72
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Co.
7-16-73

RE: ALL IN THE FAMILY

Dear Joe:

In order to clarify any confusion that might exist regarding the network/syndication sales effort in Canada, this will confirm the fact that CBS has exercised its recapture right, effective January 6, 1972, with respect to the CBC MetroNet, which is now committed on a CBS Network extension basis. The CBC-TV MetroNet includes the following 12 stations:

CBNT	St. Johns
CBYT	Cornerbrook
CBCT	Charlottetown
CBHT	Halifax
CBLT	Toronto
CBOT	Ottawa
CBMT	Montreal
CBWT	Winnipeg
CBKRT	Regina-Moose Jaw
CBKST	Saskatoon
CBXT	Edmonton
CBVT	Vancouver

This does not affect Viacom's right to syndicate ALL IN THE FAMILY in all Canadian markets, which are beyond the MetroNet and which do not overlap the CBC Metronet Stations.

Sincerely,

Elsie

Elizabeth P. Wellman
Manager, Syndication

Mr. Joseph B. Irwin
Director, Business Affairs
Viacom Enterprises
345 Park Avenue
New York, New York 10022

cc Messrs. Daly, Jamieson
Mr. Martin Perlberger
Kaplan, Livingston, Goodwin, Berkowitz & Selvin

Mr. Bud Yorkin
Tandem Productions, Inc.

December 14, 1971

JOSEPH B. IRWIN
DEC 16 1971
AM 7,8,9,10,11,12,1,2 3-4,5,6 PM
67

TELEVISION
NETWORK
A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Confidential Not To Be
Copied Except By
Order Of The Court

0936

Plaintiff's Exhibit 73
Memorandum 12/14/71, Wellman to Irwin

RE: ALL IN THE FAMILY

Dear Joe:

As you know, on January 7, 1971, Mr. Block was notified that CTN had acquired foreign and domestic syndication rights from Tandem Productions, and accordingly, CBS Enterprises (now Viacom) was authorized to exercise these rights. Subsequently, (per executed agreement between CBS and Tandem dated August 26, 1971), CBS approved your entering into a separate agreement with Tandem, providing for "the exercise and or exploitation of such syndication and distribution rights".

Just for the record, this notification will rescind the authorization previously given Mr. Block, which authorization has been superseded under the terms of the August 26, 1971, CBS-Tandem Agreement.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

Mr. Joseph B. Irwin
Director, Business Affairs Department
Viacom Enterprises
345 Park Avenue
New York, New York 10022

cc Messrs. Perry, McGowan
December 14, 1971

JOSEPH B. IRWIN
DEC 16 1971
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

PX 73

Plaintiffs' Exhibit No. 74
Letter, 4/30/73, Wellman to Tolep

0937

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY

Dear Charlie:

We have received notification from the Tandem attorneys that the foreign distribution arrangement with Viacom on ALL IN THE FAMILY has been terminated. We have been advised further that no "master, tape, or segment" is available without express "written permission from Tandem Productions, Inc. All requests from Viacom for prints of programs which are necessary to fulfill Viacom's distribution commitments entered into prior to the March 26th termination should be referred to Tandem Productions, Inc. for consideration".

We are notifying our Operations personnel by copy of this letter to conform to the above directive.

Sincerely,

Elizabeth P. Wellman
Manager, Syndication

Mr. Charles Tolep
Vice President, Operations
Viacom Enterprises
345 Park Avenue
New York, New York 10022

cc Messrs. Daly, McGowan, Rosenberg, Iwinski
Gilson, Sullivan
Viacom Enterprises

April 30, 1973

RECEIVED
MAY 2 1973
FREDERICK L. GILSON

Deft. Exh. For ID 74
Plf. Exh. In EV .....
Walter Shapiro CSR
Doyle Reporting Inc.

Plaintiffs' Exhibit No. 76
Memorandum 6/25/70, Cohn to Lear

0938

M E M O R A N D U M

June 25, 1970

O: Norman Lear

ROM: Samuel C. Cohn

erewith is a summary of the CBS proposal regarding THOSE WERE THE DAYS:

1. CBS makes a firm commitment. Series broadcast to commence either January '71 or Fall '71.

2. Initial series price to be $80,000 per new program, $18,000 per repeat program. With respect to the new program price of $80,000, $7,500 is a below-the-line credit applicable against below-the-line costs in excess of $22,500 per program up to $30,000 per program (i.e. CBS to absorb below-the-line costs between $22,500 and $30,000 per program.)

3. Minimum number of programs ordered is 13 either for a January or Fall start.

4. If CBS does not program the series in January, CBS will pay Norman Lear a penalty of $100,000. CBS may recoup up to $50,000 of this penalty period from 50% of Norman Lear's earnings between now and commencement of production of the series for Fall broadcast, excluding any sums payable to Lear pursuant to his present CBS deal.

5. CBS will distribute the program and will be the merchandiser. CBS has no profit participation. Under the rights agreement, we do not have the right to distribute the program outside of the United States, Canada and the usual network territories.

6. The term of the agreement will be 5 and 1/2 years if broadcast commences in January or 5 years if broadcasting commences in Fall '71.

7. Starting with the Fall of '72 CBS' minimum order will be 16 programs.

For ID 76
EV
pire CSR
orting Inc.
4-73

8. CBS may order up to 24 programs per season. CBS will not have an option to pick up for subsequent years unless it has ordered at least 22 programs during the then current year.

9. If broadcast commences in January, Norman Lear will be the producer, head writer, stager of all programs produced during the mid-season period and for the first 13 programs of the following season. If broadcast commences in the Fall of '71, Norman Lear will be the producer, head writer, stager of all programs produced for the '71-'72 broadcast season.

10. Increases starting with the second season will be $2,500 per year per new program and $750 per year per repeat program.

11. CBS grants us below-the-line protection pegged to its current rate card and will absorb any increases resulting from increased minimum union scales.

12. After Norman Lear performs his initial obligations under paragraph 9, Yorkin and/or Lear will become executive producers and may furnish other persons to perform such paragraph 9 services.

13. If the agreement runs its full term, CBS will have a first negotiation, first refusal position with respect to the continuation of the series.

14. Everybody please note that we must reimburse ABC for approximately $32,000 of pilot cost if the series is picked up by CBS. CBS will not absorb these costs.

15. CBS will provide us with office space and secretaries for pre-production and will absorb up to 10 or 12 thousand dollars in pre-production costs on an "off the record" basis.

16. The annual option date for pickups is April 1. We will establish at least seven weeks lead time for the ordering of additional programs during any season.

/rgk
cc: Bud Yorkin
Bill Hayes
Irving Wilson
Herman Rush

Plaintiffs' Exhibit No. 78
Letter, 7/7/70, Vertue to Lear

0913

A.L.S. MANAGEMENT LIMITED

67, BROOK STREET
LONDON, W.1.
01-629 9121
CABLES: ALSCRIPTS, LONDON
TELEX: 264267

ECTORS
GALTON
ANKIE HOWERD
AN SIMPSON
YL VERTUE (MANAGING)
BERT STIGWOOD
VID SHAW F.C.A.

July 7, 1970.

Norman Lear, Esq.,
Tandem Productions Inc.,
1901, Avenue of the Stars,
Suite 670,
Los Angeles, Calif. 90067.

Dear Norman,

"TIL DEATH US DO PART"- Johnny Speight.

I was glad to receive your cable this week telling me that the deal is almost finalised with CBS - it now obviously becomes very necessary that we get the deal finalised with Johnny.

We do in fact have the first deal that was agreed when ABC was the network involved, and then we had the framework of a deal with UA, which was never written down in any detail. I think we must use the basic structure of both deals in order to arrive at a satisfactory deal with Johnny and your company.

Johnny is agreeable to accept a royalty of $750 per programme with repeat fees of 40% for the first repeat, 20% for the second repeat, 20% for the third repeat, 10% for the fourth and each additional repeat, based on the programme royalty.

He would also require $12,000 payable in a lump sum or amortised over the number of programmes ordered, at Tandem's discretion

contd/....

Exb. For ID 78
Exh. ~~In EV~~
r Shapiro CSR
Reporting Inc.
-19-73

MEMBERS OF PERSONAL MANAGERS ASSOCIATION
LICENSED ANNUALLY BY THE CITY OF WESTMINSTER

Plaintiffs' Exhibit No. 78 Letter,
7/7/70, Vertue to Lear.

0941

July 7, 1970.

Norman Lear Esq.

which would give you the right but not the obligation to use the written material contained in the scripts Johnny has written for the English series.

In the original deal, Johnny was to receive 25% of Tandem's production profits and 30% of Tandem's subsidiary income (merchandising, music, syndication etc). In the UA deal David Chasman suggested that Johnny should get 10% of 100% profits throughout instead of breaking it down into two categories.

Having cut Johnny's royalty in half, obviously he is concerned as I am, on his behalf, that he should receive the real financial benefit from a successful series from his profit participation. It is difficult for me to arrive at what I feel is a fair percentage for him without having details of the structure of the deal your company has done with the CBS network. As the price being paid by CBS for the programme is I gather going to be larger than that paid by ABC I anticipate therefore that Tandem's production profits will be larger. I want obviously to arrive at a deal which both Johnny and your -selves feel fairly divides the profits, which should accrue from a successful series, but it is difficult for me to make a suggestion without having more details.

Please may I hear from you as soon as possible so that I can finalise it all to everyone's satisfaction.

Yours sincerely,

pp Beryl Vertue.

Dictated by Beryl Vertu
signed in her absence.

Plaintiffs' Exhibit No. 79
Letter 7/10/70,
Perlberger to Farrar-Brown

0942

July 10, 1970

1052.15

Deft. Exh. For ID 79
Plf. Exh. In EV
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

M. J. Farrar-Brown, Esq.
Richards, Butler & Co.
Stone House
128-140 Bishopsgate
London, E.C. 2, ENGLAND

Re: "TILL DEATH US DO PART"

Dear Malcolm:

It now seems that our client, Tandem Productions, Inc., is about to close a deal for the production of this television series with one of the major networks in the United States. Accordingly, we would like to know whether you are in a position to follow through and complete the documentation for the acquisition by Tandem Productions, Inc. of all of the world-wide television rights on the basis of the terms set forth in and referred to in the letter dated March 11, 1970 from Joe Adelman to you. Of course, United Artists Corporation has nothing to do with this project anymore.

In addition, it should be clear that this deal will concern only the television rights, and the terms negotiated and subsequently not concluded for the motion picture theatrical rights should not be included in this deal. Consequently, paragraphs numbered 1, 2, 3 and 4 of the Joe Adelman letter should be ignored.

Paragraph (c) on page 3 of the Joe Adelman letter should refer to eighteen months from the date of signing the documentation, since there will not be a feature picture made by Tandem Productions, Inc.

Plaintiffs' Exhibit No. 79
Letter 7/10/70,
Perlberger to Farrar-Brown

0943

You may r all that I had previously ent to you (with my letter of arch 13, 1970) the propose documentation which I submitted to Mrs. Vertue in October, 1968, concerning the television rights, and I presume you will be able to refer to and use that as a starting point.

Please keep me currently informed and keep in close touch with me concerning the documentation for the acquisition of these rights, so we can correlate them with the negotiations and documentation being conducted on our end with the network and other elements necessary for this project.

Thank you kindly for your attention.

Sincerely,

Martin Perlberger

MP/jp

bcc: Bud Yorkin
Norman Lear
J. William Hayes, Esq.

Plaintiffs' Exhibit No. 80
Letter, 7/10/70, Lear to Hayes

0944

TANDEM Productions INC.

NORMAN LEAR

July 10, 1970

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California 90212

Dear Bill:

Attached is a letter from Beryl Vertue which arrived today. The royalty she asks for Johnny Speight seems to be in line with our budget. I don't know about the repeat fees, or whether they even matter on tape. Can you and Martin give us a reading on this.

The $12,000 lump sum that Beryl is asking for Johnny Speight's scripts was a sum that ABC paid to Speight in the original deal. Evidently Speight feels he should have it again. I wonder if Sam Cohn can get ABC to swallow this. Of course it's possible that we can push Beryl to make the deal without the $12,000 fee, but I would rather use that cash fee up front to trade off against an even smaller percentage of profits. The 25% to 30% Beryl refers to is unthinkable now.

Beryl asks for more details about Tandem's deal with CBS. To what details do you feel she is entitled? We agreed in our meeting that Martin, through the Kaplan-Berkowitz office in London, would work the deal out but I'd appreciate your thinking (and Sam's) on this point, too.

Best,

Norman Lear

cc: Martin Perlberger
Sam Cohn - New York
Bud Yorkin

Deft. Exh. For ID 80
Plf. Exh. In EV
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

Plaintiff's Exhibit 82
Letter 7/15/70, Lear to Cohn

0945

TANDEM *Productions* INC.

NORMAN LEAR

July 15, 1970

Mr. Sam Cohn
CMA
600 Madison Avenue
New York, New York

Dear Sam:

Have we spelled out exactly what "merchandising rights" include, or is that commonly understood? Who, for example, has music rights? I assume it's Tandem.

Best,

Norman Lear

cc: J. William Hayes

CENTURY CITY · 1901 AVENUE OF THE STARS · SUITE 670 · LOS ANGELES, CALIFORNIA 90067
TELEPHONE · LOS ANGELES (213) 553-3600 · NEW YORK (212) 533-6300 · CABLE "TANDEM"

82

Plaintiffs' Exhibit No. 84
Letter, 7/20/70, Perlberger to Cohn

0946

LAW OFFICES
KAPLAN, LIVINGSTON, GOODWIN, BERKOWITZ & SELVIN
270 NORTH CANON DRIVE
BEVERLY HILLS, CALIFORNIA 90210
CRestview 4-6011 · BRadshaw 2-0588
CABLE ADDRESS: KAPTON

EUROPEAN OFFICE
10-20 PLACE DE LA MADELEINE
PARIS 8e, FRANCE
Richelieu 23-31

SAMUEL PISAR
RESIDENT PARTNER

OF COUNSEL
GEORGE W. COHEN
MELVILLE B. NIMMER

IN REPLY PLEASE REFER TO:

July 20, 1970

1052.15

Mr. Sam Cohen
Creative Management Associates, Inc.
600 Madison Avenue
New York, New York, 10022

Re: Tandem Productions, Inc. -
"JUSTICE FOR ALL"

Dear Sam:

Enclosed for your information is a copy of my letters of July 13 and July 10, 1970 to J. Malcolm Farrer-Brown, the solicitor in London who was to work with us in documenting the rights from Johnny Speight, which should give you a picture of where we are at the moment.

Also enclosed is a copy of a letter dated July 16, 1970 which I just received from J. Malcolm Farrer-Brown.

Furthermore, I understand from Norman Lear and Bill Hayes that you have concluded the negotiations with CBS, and we anxiously look forward to receive a memorandum outlining the matter in which you have concluded various points under discussions, since we obviously have to correlate both the deal for the basic rights from England and the deal with CBS and their documentation.

84

Deft. Exh. For ID .....
Pl. Exh. In Ev .....
Weiler Shapiro CSR

Please let us hear from you regarding the foregoing.

Sincerely,

Martin Perlberger

MP/jp
enclosures

cc: Bud Yorkin
Norman Lear
J. William Hayes, Esq.

Plaintiffs' Exhibit 85
Letter, 7/20/70, Lear to Perlberger

0948

July 20, 1970

Mr. Martin Perlberger
270 North Canon Drive
Beverly Hills, California 90210

Dear Martin:

I have a copy of Beryl Vertue's letter to you dated July 15. Please feel free to answer her candidly; that is, we don't really expect much by way of production profits and as I told her in my earlier letter the only opportunity, if there is any at all, exists in the merchandising area. Here I still wish to go no higher than 10% to Speight.

This morning I talked to Sam Cohn. He has my feelings on all of this and as per Bill Hayes' suggestion, he will be negotiating with Beryl Vertue.

Beryl asks again in her letter to you for specific details of the CBS deal. I don't know how specific we should be but will go along with whatever you and Beryl and Sam think is proper.

Best,

Norman Lear

cc: J. William Hayes
Sam Cohn

Deft. Exh. For ID 85
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

Plaintiffs' Exhibit No. 86
Letter, 5/28/70,
Vertue to Cohn

0949

A.L.S. MANAGEMENT LIMITED

DIRECTORS
RAY GALTON
FRANKIE HOWERD
ALAN SIMPSON
BERYL VERTUE (MANAGING)
ROBERT STIGWOOD
DAVID SHAW F.C.A.

67, BROOK STREET
LONDON, W.1.
01-629 9121
CABLES: ALSCRIPTS, LONDON
TELEX: 264267

May 28, 1970

Sam Cohn, Esq.
Creative Management Associates
600 Madison Avenue
New York, N. Y. 10022

Dear Sam,

I shall be coming to New York on June 7th for a week, staying at the Americana, and while I am there, hope very much to see you.

Norman Weiss passed on your message that the situation is looking bright with regard to TILL DEATH US DO PART for American television, and in particular with CBS - which is somewhat ironic inasmuch as this has now gone the full circle, because they are the people with whom I was discussing the subject before I talked to Norman Lear.

Inasmuch as you personally were not greatly involved with this subject and Norman in the first instance, I thought I should make you aware that the contractual arrangement my company had with yours was that the packaging commission would be divided equally between us, and this arrangement would still stand.

I hope it is particularly helpful to you that I am coming to New York at this time, and I am looking forward to seeing you.

56
~~Deft. Exh.~~ For ID .....
Plf. Exh. ~~In EV~~ .....
Walter Shapiro CSR
Doyle Reporting Inc.

MEMBERS OF PERSONAL MANAGERS ASSOCIATION
LICENSED ANNUALLY BY THE CITY OF WESTMINSTER

7-19-73

Plaintiffs' Exhibit No. 85
Letter, 5/28/70, Vertue to Cohn

0950

With kindest regards,

Yours sincerely,

Beryl Vertue

cc: Norman Lear

Plaintiffs' Exhibit No. 87
Letter, 7/24/70, Cohn to Perlberger

0951

CREATIVE MANAGEMENT ASSOCIATES

SIX HUNDRED MADISON AVENUE • NEW YORK, NEW YORK 10022 • (212) 935-4000

July 24, 1970

Martin Perlberger, Esq.
Messrs. Kaplan, Livingston, Goodwin,
Berkowitz & Selvin
270 North Canon Drive
Beverly Hills, California 90210

Dear Martin:

I have your letter of July 20.

I would like to confirm that the deal with CBS was closed on the basis of my memo to Norman Lear of June 25, 1970, a copy of which is enclosed for your information, with the following changes:

1. Tandem will be the merchandiser and will pay CBS 15% of the net profits derived therefrom.

2. CBS will absorb $16,000 of the $32,000 reimbursement which we are required to make to ABC.

We will clarify that music publishing is a separate right owned solely by Tandem.

I have concluded an arrangement with Beryl Vertue regarding the following business aspects of the rights deal:

Deft. Exh. For ID 87
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

Plaintiffs' Exhibit No. 87
Letter, 7/24/70, Cohn to Perlberger

1. Speight will receive a royalty of $750.00 per program with repeat fees of 40% for the first repeat, 20% for the second and third repeats, and 10% for the fourth and each additional repeat.

2. We will pay Speight $12,000.00 for the right to use the scripts heretofore written by him, which shall be paid out of first profits from the production of the series; and

3. Speight will receive 10% of 100% of the profits from the production and exploitation of the program series and all rights therein.

Regards.

Sincerely,

Samuel C. Cohn

SCC:deb
enc.

cc - Messrs. Norman Lear
Bud Yorkin
Bill Hayes
Irv Wilson
Herman Rush

Plaintiff's Exhibit 90
Letter 9/2/70, Hayes to Cohen

0953

EXECUTIVE BUSINESS MANAGEMENT INCORPORATED

WILLIAM HAYES
PRESIDENT

September 2, 1970

Mr. Sam Cohen
c/o Creative Management Associates
600 Madison Avenue
New York, New York

Files

Re: "Wally's Castle" (Till Death Do Us Part)

Dear Sam:

As you know, your office has proceeded to engage writers and other necessary pre-production parties and facilities re the above captioned project.

I have sent two billings for pre-production expenses, mainly for offices and secretaries, to Anne Nelson on the West Coast and she in turn has forwarded same to New York - C.B.S.

In view of Don Sipes being on vacation for approximately three weeks, I am a little concerned about the fact that there are still one or two clarifications regarding the budget, specifically with reference to one item of definition below the line. I corresponded with Don on this point but I'm sure the matter must await his return before resolution. Also, I assume there has been some readjustment on the budget regarding allowance for talent along the lines we discussed in our last conversation.

In all events, I think it would be wise for your New York office to get together with Don immediately upon his return and be sure that there is no misunderstanding whatsoever regarding any basic item of the deal. Since this entire negotiation was handled in New York, some of the C.B.S. West Coast people seem to be in the dark and therefore it does create some problem regarding mechanics of operation and so I would appreciate your help in documenting a memorandum with Don as soon as he returns so that his people on the West Coast and Tandem and C.M.A. are all coordinated.

Many thanks for your help as always.

Sincerely,

J. William Hayes

JWH/js
cc: Tandem - Messrs. Yorkin and Lear; Don Sipes, Esq. - C.B.S., New York

Plaintiffs' Exhibit 103
Letter, 11/13/70, Perry to Hayes

0954

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY (Also Wally's Castle)

Dear Bill:

Enclosed herewith is our check in the amount of $1,751.89 made payable to Tandem Productions, Inc. in reimbursement for substantiated pre-production expenses in connection with the above-captioned program series.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California

November 13, 1970

SP/jb
Encl.

cc: Mr. Sam Cohn

Deft. Exh. For ID 103
Plf. Exh. ~~in Ev~~ .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

Plaintiffs' Exhibit No. 112
Letter, 12/10/70, Perry to Hayes

0955

RE: ALL IN THE FAMILY (also Wally's Castle)

Dear Bill:

Enclosed herewith is our check in the amount of $21,312.55 (pursuant to your November 27 invoices of $21,112.64 and $199.91). The aforesaid $21,312.55 will be treated as an additional production advance against license fees which, with this check, will total $109,902.97. Accordingly, pursuant to our agreed upon formula, we will recoup against the first ten (10) shows at the rate of $10,990.30.

As discussed, from here on in, the West Coast will handle series billing. I wish to extend my best wishes for a most successful program series.

Best personal regards.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California

December 10, 1970

cc: Sam Cohn, Esq.

Deft. Exh. For ID 112
Plf. Exh. In EV
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

Plaintiffs' Exhibit No. 113
Letter, 12/10/70, Perry to Hayes

0956

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

RE: ALL IN THE FAMILY (Also Wally's Castle)

Dear Bill:

Enclosed herewith is our check in the amount of $1,272.00 made payable to Tandem Productions, Inc. in reimbursement for substantiated pre-production expenses in connection with the above-captioned program series.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. J. William Hayes
Executive Business Management
132 South Rodeo Drive
Beverly Hills, California

SP/jb
Encl.

December 10, 1970

cc: Sam Cohn, Esq.

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Deft. Exh. For ID 113
Plf. Exh. ~~In Ev~~
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

113

Plaintiffs' Exhibit 114
Telegram, 12/18/70, Cohn to Vertue

0957

RCA Global Telegram

Date 12-18-70 Charge to CREMANASSO

Via RCA LT
Insert "RCA"

BERYL VERTUE
ALSCRIPTS LONDON
ENGLAND

PROSPECTIVE PURCHASER OF NORMAN'S SHOW NEEDS
IMMEDIATE CONFIRMATION RIGHTS CLEAR.

SAM COHN

114

Instructions: 1. Type or write plainly within border. Do not fold this sheet. 2. Messages not otherwise marked will be sent Full Rate. For Letter Telegram Service, write (LT) before addressee's name. (LT) is counted as one word. Send the above International Telegram subject to the terms set forth in the applicable tariff on file with the regulatory authorities.

829-0572

Facsimile Sending Blank. RCA Communications, Inc.

2CA 734111 11:30 AM EST 12/19/70

910171

Deft. Exh. For ID 114
Plf. Exh. In Ev
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-72

Plaintiffs' Exhibit No. 115 Telegram, 12/21/70 / Vertue to Cohn

0958

Reply via RCA: call 363-4141

CZC CREATIVE MANAGEMENT ASSOCIATES LTD

CO MADISON AVE18TH FLOOR

YC 10022

SR0059 RMX4832 LTB0119 DAB9162 UYS944 LGC329 PLG277

RES CO

ONDONLG 17 21 1315

AM COHEN CHEZ CREMANASO TRY CREMANASSO

WYORK

IAL DELIVERY

CHECKING RIGHTS POSITION MEANTIME CABLE ME NAME ENGLISH

RCHASER

BERYL VERTUE

LL SAM COHEN BERYL VERTUE

Reply via RCA: call 363-4141

Reply via RCA: call 363-4

Deft. Exh. For ID 115
Plf. Exh. In Ev .....
Walter Shapiro CSR
Doyle Reporting Inc.
7-14-73

Plaintiffs' Exhibit No. 115 Telegram, 12/21/70, Vertue to Cohn

0959

RCA Global Telegram

C LTB9999

CO.

nd.

irmation Copy of Telephoned Message

T

BERYL VERTUE ALSCRIPTS LONDON

PROSPECTIVE PURCHASER OF NORMAN'S SHOW NEEDS IMMEDIATE CONFIRMATION

RIGHTS CLEAR

SAM COHEN

CREMANASSO 600 MADISON AVE.
R 19[illegible] 19FLOOR

nk you for your patronage. Call again.

ONLY COPY AVAILABLE

Plaintiff's Exhibit 116
Letter 1/5/71, Vertue to Cohn

0960

A.L.S. MANAGEMENT LIMITED

DIRECTORS
RAY GALTON
FRANKIE HOWERD
ALAN SIMPSON
BERYL VERTUE MANAGING
ROBERT STIGWOOD
DAVID SHAW F.C.A.

67, BROOK STREET
LONDON, W1Y 1YD
01-629 9121
CABLES: ALSCRIPTS LONDON
TELEX: 264267

BV/MGP

5th January 1971.

Sam Cohn, Esq.,
C.M.A. Ltd.,
600 Madison Avenue,
New York, N.Y. 10022,
U.S.A.

Dear Sam,

I was waiting to hear from you as to who was the possible English purchaser of ALL IN THE FAMILY. I think I can say that the rights to show an American series in England are more or less okay but if you will give me the name of the English purchaser then I can tell you for certain.

Incidentally, we are still heavily in discussion with the lawyers on Johnny Speight's contract with Tandem and are having some problems on a few of the points. I do not think there are any major problems and are only aggravated by the geographical distance of all concerned. I hope the recordings are going well and would obviously love to hear how the first airing is received. I hope I do not hear the controversy raging from this distance!

Kind regards and best wishes for the New Year.

Yours sincerely,

Beryl Vertue.

116

116

Letter, 6/14/71, Perlberger to Lear

450 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
TELEPHONES (213) 274-8011 AND 878-0600
CABLE ADDRESS: KAPTON

0961

June 14, 1971

1052.15

Mr. Norman Lear
Tandem Productions, Inc.
1901 Avenue of the Stars
Los Angeles, California, 90067

Re: "ALL IN THE FAMILY"

Dear Norman:

Pursuant to our telephone conversations last week, I telephoned Beryl Vertue this morning (Monday) and she said that she would be glad to comply with our request to let us know what, if any, the restrictions would be on selling "ALL IN THE FAMILY" in other territories of the world.

Beryl Vertue asked me if I could let her know specifically what countries are of interest at the moment so she could clarify the status in those countries, but I asked her if it would not be possible to just let us have the right to sell the program in all countries of the world except those in which she advised us of specific problems, since that would be much more convenient from the sales viewpoint. Beryl agreed to do so, and promised to be in touch with me within a week.

Sincerely,

Martin Perlberger

MP/jp
cc: Bud Yorkin
J. William Hayes, Esq.
Malcolm Farrer-Brown, Esq.
Sam Cohn

Deft. Exh. For ID 128
Plf. Exh. ~~For ID~~ .....
Walter Shapiro CSR
Doyle Reporting Inc.

Plaintiff's Exhibit No. [illegible]
Letter, 6/18/71, Perlberger to Lear

0962

LAW OFFICES
Kaplan, Livingston, Goodwin, Berkowitz & Selvin
450 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
TELEPHONES (213) 274-8011 AND 878-0800
CABLE ADDRESS: KAPTON

EUROPEAN OFFICE
IP 20 PLACE DE LA MADELEINE
PARIS 8e, FRANCE
742-2331

RESIDENT PARTNER
SAMUEL FISAR

OF COUNSEL
GEORGE W. COHEN
MELVILLE B. NIMMER

June 18, 1971

IN REPLY PLEASE REFER TO:
1052.15

~~Deft. Exh.~~ For ID 133
Plf. Exh. ~~In Ev~~
Walter Shapiro CSR
Doyle Reporting Inc.
7-19-73

. Norman Lear
ndem Productions, Inc.
01 Avenue of the Stars
s Angeles, California, 90067

Re: "ALL IN THE FAMILY" - CBS

ar Norman:

After reviewing the revised CBS contract with Anne Nelson's
tter of June 16, 1971, my comments are as follows:

In connection with Paragraph 19(a) and 19(b) of the contract, I suggest you carefully read these provisions the contract and also the third paragraph of Anne Nelson's tter of June 16, 1971, so we can then determine what position take in that regard.

I have already obtained the agreement of Anne Nelson to change the address for Tandem Productions, Inc. from CMA, w York to 1901 Avenue of the Stars, Los Angeles.

Bill Hayes's letter to Don Sipes of March 26, 1971 has not been reflected in this contract insofar as it concerns conversion to a straight license deal and the increase of the otal license fee by $750 per new show. However, Anne Nelson already told me on the telephone that these changes will be reflected an amendment she is having the legal department prepare.

Anne Nelson told me by telephone and I agreed with her, subject to any comments you may have as to the accuracy this change, that the first two lines of page 2 will be changed read "CBS has advanced the sum of $109,902.97 against first year license fees and CBS has recouped said advance".

5. Paragraph 10 on pages 3 and 4 is supposed to cover the increase for the black family, but it should not be limited to the 1970-71 and the 1971-72 seasons. That increase should apply to all seasons of the show. Furthermore, that increase should apply to whatever the costs are of those actors rather than the specified amounts contained in Paragraph 10. However, I would appreciate your advising me whether these amounts in Paragraph 10 are accurate, assuming, of course, that CBS will add fringe benefits and employer's contributions and taxes.

6. On page 4, Paragraph 11 must be changed to exclude Canada from the broadcast area.

7. On page 4, Anne Nelson already agreed by telephone to change the first sentence of Paragraph 12 so as to read the same as the prior version of this contract which effectively gives Tandem the right to deduct a 35% merchandising fee from the merchandising proceeds before computing the CBS 15% profit participation.

8. On page 4, the second sentence of Paragraph 12 must be changed to provide that the "CBS standard distribution fees" should not exceed distribution fees charged by CBS for any other television series, and, in any event, we should know exactly what these fees are so we can negotiate them before signing the contract.

9. In the last sentence of Paragraph 12 on page 4, there should be deleted "from which CBS derives payments specifically for said Canadian broadcasts", since payments should be made for any Canadian broadcast, whether or not CBS derives specific payments therefor. In addition, there should be added at the end "and CBS will pay Contractor, as a non-recoupable advance against such equal share of net profits, sums equal to ten percent (10%) of the applicable license fees specified in Paragraph 4 hereof".

10. On Page 4, Paragraph 14 will have to be changed to convert this deal into a straight license fee arrangement, which would involve increasing the license fees in Paragraph 4 by $7500. However, that will be done by separate amendment which Anne Nelson has asked the CBS legal department to prepare.

11. On page 5, Paragraph 17 must be eliminated, since we cannot get those rights from performing talent in connection with commercials.

Plaintiffs' Exhibit No. 133
Letter, 6/18/71, Perlberger to Lear

0964

12. On page 5, Paragraph 18 should provide that the exclusivity to CBS applies only on television in the broadcast area, since we cannot give CBS exclusivity except on television in the broadcast area. Furthermore, there should be the usual guest appearance exceptions for all continuing and other important members of the cast of the show, and there should be no exclusivity at all for any elements except the continuing cast members.

13. On page 6, Paragraph 20 should be modified by deleting in the first line "or in part" and inserting in the second line after "corporation" the phrase "succeeding to all or substantially all of its television business and assets". This will provide that CBS may only assign its rights in full and not in part and that CBS may only assign its rights to someone succeeding to all or substantially all of its television business and assets.

I have not reviewed Exhibit A, but I urge you to review and have the appropriate production personnel review Exhibit A to ascertain whether or not it is satisfactory, since it specifies the rates applicable to the CBS below-the-line facilities.

Please let me know if you have any additional comments and if you have any questions or suggestions regarding the foregoing, so we can try to clean this situation up without undue delay.

Sincerely,

Martin Perlberger

/jp

cc: Bud Yorkin
J. William Hayes, Esq.
Sam Cohn

ONLY COPY AVAILABLE

Plaintiff's Exhibit 133A.
Annexed to Plaintiff's Exhibit 133- a handwritten note which appears to be a note from Sheldon Perry to Mr. Cohn.

Sam—

Many Thanks

Sal

Letter, 8/6/71, Perlberger to Lear 10-11673

LAW OFFICES

Kaplan, Livingston, Goodwin, Berkowitz & Selvin

0966

450 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
TELEPHONES (213) 274-8011 AND 878-0600
CABLE ADDRESS: KAPTON

EUROPEAN OFFICE
18-20 PLACE DE LA MADELEINE
PARIS 8E, FRANCE
742-2331

RESIDENT PARTNER
SAMUEL PISAR

OF COUNSEL
GEORGE W. COHEN
MELVILLE B. NIMMER

BY MESSENGER

August 6, 1971

Mr. Norman Lear
Tandem Productions, Inc.
CBS Television Network
7800 Beverly Boulevard
Los Angeles, California 90036

Re: "ALL IN THE FAMILY"

Dear Norman:

Enclosed herewith please find a copy of the transmittal letter dated July 29, 1971 from Fred Wing of the CBS legal department together with the eight copies of the new CBS agreement dated July 10, 1970 and the amendment dated July 21, 1971.

The enclosures represent the various discussions and negotiations of which I am aware with CBS and others concerned. Please review the enclosures and advise if you have any comments or questions.

If satisfactory, please sign all copies of the enclosures on behalf of Tandem Productions, Inc. Since I will be on my vacation after this weekend, I suggest that when you have signed the contract, you retain one of the copies for your files, and send the other seven copies of the contract and of the amendment to Bill Hayes so that he can give them a final check and, if satisfactory, perhaps his office can arrange to return them to Fred Wing at CBS for signature by CBS.

Thereafter, CBS should be requested to return directly to my office, or if preferred, to Bill's office.

Deft. Exh. For ID 138
Plf. Exh. ~~In Ev~~
Walter Shapiro CSR
Doyle Reporting Inc.
7/19/73

Plaintiffs' Exhibit No. 138
Letter, 8/6/-1 Perlberger to Lear

at least four fully signed copies of the agreement and the amendment, so that we will have enough copies for everyone concerned on our side.

If you have any comments or questions while I am on vacation, I suggest you direct them to Hal Harrison.

Sincerely,

MP

Martin Perlberger

MP:jl
enc.

cc: Bud Yorkin
Bill Hayes
Sam Cohn

Plaintiffs' Exhibit No. 147
Listing of awards either won directly by "All in the Family" or by participants or by reason of their "All in the Family" activities

ALL IN THE FAMILY - AWARDS

1971

Saturday Review

*Citation for Innovation in Television

Emmy

*Outstanding Comedy Series

*Outstanding New Series

*Jean Stapleton - Outstanding Female Performer in a Leading Role in a Continuing Comedy Series

1972

Hollywood Foreign Press Association (Golden Globe)

*Best Show in Musical or Comedy

*Carroll O'Connor - Best Actor

Motion Picture Daily

*Best Network TV Program

*Best Comedy Show

*Carroll O'Connor - Best Television Performer

*Rob Reiner - Second Best New Male Star

*Sally Struthers - Second Best Female Star

Directors Guild of America

*John Rich - TV Director of the Year

PLAINTIFF NO. 147 EXHIBIT FOR IDENT.
HAROLD M. LEIBOVITZ, N. P.
3/14/72

Emmy

*Outstanding Comedy Series

*Carroll O'Connor - Outstanding Male Performer in a Leading Role in a Continuing Comedy Series

*Jean Stapleton - Outstanding Female Performer in a Leading Role in a Continuing Comedy Series

*John Rich - Outstanding Directorial Achievement in Comedy Series for Single Episode - "Sammy's Visit"

*Bert Styler - Writer, Outstanding Episode in Comedy Series - "Edith's Problem"

*Sally Struthers - Outstanding Supporting Actress in Comedy Series (tie with Valerie Harper)

Plaintiffs' Exhibit No. 147
Listing of awards either won directly by "All in the Family" or by participants or by reason of their "All in the Family" activities.

Catholic Press Council of Southern California

*Carroll O'Connor - one of two recipients of Outstanding Men in Communication

N.A.A.C.P. of Beverly Hills

*Award to Bud Yorkin and Norman Lear, producers

Image Awards

*Jean Stapleton

*John Rich

1973

Quigley Publications Herald

*2nd place Network TV Program

*Best Comedy

*Carroll O'Connor - Best Television Performer

Hollywood Foreign Press (Golden Globe)

*Best TV in Musical or Comedy

*Jean Stapleton - Best TV Actress in Musical or Comedy

Emmy

*Ross, West, Kelheim - Writers, Best Episode in a Series Comedy - "The Bunkers and the Swingers"

*Norman Lear, John Rich - Producers, Best series

International Radio and Television Society

*Norman Lear - Broadcaster of the Year ("All In The Family" "Sanford and Son")

Plaintiffs' Exhibit No. 152
Memorandum 6/25/70,
Hayes to Mark, Brothers, et al.

0970

Date June 25, 1970

To FILE 222-37 (5)
J. S. MARK
M. BROTHERS
DICK HUME
K. NICOL
N. ROTHBERG

From J. William Hayes

Subject Tandem Productions, Inc. - C.B.S.
"Those Were The Days"
(Latest offer per negotiations 6/24/70 in N.Y. with Don Sipes of CBS - Sam Cohen - Irv Wilson and J. William Hayes)

(1) CBS to make firm on the air deal for 1970-71 midseason (subject to option to move back to fall of 1971) for a minimum order of 13 new shows with right to increase as needed if midyear start) 13 to 30 if 1971 fall start.

(2) Five year deal (5 1/2 year if mid-season start) with right of First Negotiation- First Refusal at end of term - but only if show goes full term.

(3) In order to have option rights for subsequent years after 1971-72 season- CBS must have ordered at least 22 new shows re previous year.

(4) Also after 1971-72 season- the minimum initial order is 16 shows.

(5) Price per new show: $30,000, $50,000 above line and below the line at $22,500 but CBS will pay up to $30,000 below the line if needed - on a cost basis - Tandem gets profit, if any, below $22,500- CBS gets savings, if any, between $22,500 and $30,000. If below the line exceeds $30,000, then Tandem must bear the expense.

NOTE: Present rate card and any increases require CBS to increase below the line in some amount.

(6) Tandem protected re Union increases, if any, i.e. new contract due after 1971.

(7) Each year new per show increase of $2,500.

(8) Repeat price - $18,000 per show plus $750 per show raise each new year.

(9) CBS will provide "start-up" money of 10-12,000 - and offices at CBS.

(10) CBS will provide a Production advance as needed - estimate $50,000.

PLAINTIFF EXT.
NO. 152 FOR IDENT.
BEN HYATT, NOTARY PUBLIC

Plaintiffs' Exhibit No. 152
Memorandum 6/25/70, Hays to
Mark, Brothers, et al.

(11) Also, if desired, CBS will advance $50,000 immediately against Lear fees.

(12) CBS is planning a 1970-71 midseason start but if they exercise their option to delay to fall, then must pay $100,000 penalty fee to Norman Lear. However, if Lear earns outside money during period then CBS may offset up to 50% i.e., $50,000.

NOTE: The "Reluctant Devil" project is excluded from this formula, and any proceeds therefrom are separate.

(13) CBS will not pay any money to ABC. We owe $31,250. I suggested to Sam Cohen that CMA pay it. He said it was unfair because they had to pay Beryl Vertue - I said this was a problem and he indicated maybe they would pay half.

(14) Sam Cohen had already given Don Sipes our budget, so we had to discuss items. Music was a problem at $3,000. Lear's $15,000 was out of line, etc., etc., etc. - Legal and Accounting was 20% high - I asked Sipes how he would devide it and he said 60% accounting and 40% legal - (He thinks my law office will handle the legal). Therefore, this item should probably be reduced to $800 legal and $1,200 accounting - saving 20% from original budget.

(15) Note that our liberal budget was $87,650 with $30,000 below the line. We are now $80,000 with $30,000 fixed below the line which is a reduction of approximately 9% less than we originally asked for. I see areas of savings but worry a little about the cast costs. I'm not sure we have the cushion there there that some others feel - However, we'll see.

(16) I met with Norman Lear, Fred Silverman and Irwin Seigelstein re all of this - after Don Sipes - and also, discussed the "Reluctant Devil" - Silverman agreed to let Norman pick another writer and supervisor under our original formula of $5,000 plus contingent royalty and percentage - so this is also good.

(17) My air fare and hotel for one night plus incidental costs was about $450. Well spent in all events. If we close deal (Norman Lear's decision), then charge to show. If not, then to EBM, in view of Tandem's current cash flow.

J.W.H.

JWH/ls

cc: B. Yorkin
M. Reese

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

0972-0973

DATED 6th January 1971
as of July 1, 1970

JOHNNY SPEIGHT, ESQ.,

- and -

TANDEM PRODUCTIONS INC.,

A S S I G N M E N T

relating to the television series entitled

"TILL DEATH US DO PART"

(Also known as "Justice for all")

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

0974

THIS ASSIGNMENT is made the fourth day of January 1971 as of July 1, 1970

BETWEEN JOHNNY SPEIGHT care of A.L.S. Management Limited of 67, Brook Street, London, W.1. England (hereinafter called "the Author") of the one part and TANDEM PRODUCTIONS INC. of 1901, Avenue of the Stars, Los Angeles, California 90067, U.S.A. (hereinafter called "the Purchaser") of the other part

WHEREAS:-

A. The Author is the sole author and owner of all rights of every kind and character throughout the world in and to an original idea, concept and all literary material (including twenty one (21) scripts) based thereon and presently entitled "TILL DEATH US DO PART" (such idea, concept and scripts being hereinafter together called "the Work".)

B. The Author has agreed to assign and grant to the Purchaser the rights in respect of the Work hereinafter more fully described, upon and subject to the terms and conditions hereinafter contained.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH as follows:-

1. THE Author HEREBY WARRANTS to and COVENANTS with the Purchaser as follows:-

(a) that the Author is the sole author of the Work and the absolute owner free from encumbrances of the entire world-wide copyright in the Work subject only to the rights referred to in sub-clause (c) of this Clause;

(b) that at the time the Work was written the Author was a "qualified person" within the meaning of Section 1 (5) of the British Copyright Act, 1956, being then as he now is a British subject resident in the United Kingdom;

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

0975

(c) that the Work has not been published anywhere in the world, and that except for the rights granted by the agreements specified in the First Schedule hereto so far as the same are still subsisting, there have been no dealings whatsoever with any rights in respect of the Work or any part thereof;

(d) that the Work will not hereafter be published in such circumstances as might prevent or determine the subsistence of copyright in the Work or any other protection thereof anywhere in the world, and that the Author has not done or omitted to do or authorised, and will not hereafter do or omit to do or authorise anything relating to the Work whereby any right of copyright or other protection afforded to the Work in any part of the world might be destroyed or impaired or might fail to be obtained, and in particular (but without prejudice to the general meaning of the foregoing) the Author will ensure that if the Work shall hereafter be published then all published versions of the Work shall bear a copyright notice in such form as will secure protection of the Work under the Universal Copyright Convention;

(e) that the Work is not copied or adapted from any literary dramatic or other work, but is wholly original with the Author, and (to the best of his knowledge information and belief) nothing therein contained infringes or violates any rights of any person including without limitation any rights of copyright or (to the best of his knowledge information and belief) rights of privacy or any other common law or statutory rights of any kind;

(f) that without prejudice to the generality of the foregoing, the Work does not contain defamatory

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

matter of any kind, and that in so far as the Work includes references to real persons, such references to the best of his knowledge information and belief cannot be deemed defamatory of any such person or likely to bring any such person into disrepute, nor will they give rise to any cause of action;

(g) that the Work is not in the public domain in any part of the world where rights of copyright or like rights subsist;

(h) that the full exercise of the rights hereby assigned and granted in respect of the Work will to the best of his knowledge information and belief not infringe or violate any rights of any person;

(i) that the rights hereby assigned and granted are vested in the Author absolutely free from encumbrances, and that the Author has good title and full right and authority to make this Assignment and grant and to give and enter into the warranties covenants and agreements contained in this Assignment;

(j) that, except for the first feature cinematograph film and the B.B.C. television broadcasts and the Dutch television broadcasts made pursuant to the agreements hereinafter mentioned in the First Schedule, there has been no previous use of the Work or any part thereof in or in connection with any cinematograph film or motion picture or sound or television broadcast or transmission to subscribers to a diffusion service;

(k) that there is no present or prospective claim or litigation in respect of the Work, or the title to or ownership of or copyright in the Work, or in respect of the rights hereby assigned and granted;

(l) that the Author will indemnify the Purchaser and at all

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

times keep the Purchaser fully and effectually indemnified from and against all actions proceedings claims damages costs and losses whatsoever made against or incurred by the Purchaser in consequence of any breach or non-performance by the Author of any of the representations, warranties or covenants on his part contained in this Assignment.

2. FOR the consideration hereafter appearing the Author as Beneficial Owner HEREBY ASSIGNS AND GRANTS unto the Purchaser (by way of partial assignment of copyright if and in so far as the same are capable of being assigned and by way of exclusive licence in so far as the same are not so capable of being assigned) the following exclusive rights in and in respect of the Work and in respect of any part or parts of the Work to take effect and be exercisable in all parts of the Licensed Territories (as hereinafter defined) and in all or any languages, namely:-

(a) The full, sole and exclusive right to make and produce programmes for television (hereinafter called "the television series") and the exclusive right perpetually throughout the United States, its territories and possessions (including Puerto Rico), Tijuana, Mexico, The Bahamas, Bermuda, Barbados, Jamaica, and Canada (hereinafter called "the Licensed Territories") (subject as herein provided) to distribute, exhibit, broadcast, transmit, project, reproduce, sell, lease, rent, license for exhibition, exploit, dispose of and generally deal in and with both the Work and the said programmes in any manner or by any method whatsoever, whether now or hereafter known, invented or devised, (including, but not by way of limitation, by means of video tape, audio visual

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

tapes and cassettes and other contrivances and methods of any kind)

(b) The full, sole and exclusive live television rights, with the right to televise direct from living actors consistent with sub-paragraph (a) above.

(c) The full, sole and exclusive right (but not the obligation), throughout the Licensed Territories to use the scripts already written for the television series "TILL DEATH US DO PART" created by the Author who shall supply the Purchaser with all the twenty-one (21) complete scripts which have already been written by him.

(d) The sole and exclusive right freely to adapt, change, transpose, revise, re-arrange, add to and subtract from the Work or any part thereof, and the title, theme, plot, sequences, incidents, characterisations and characters thereof, to make interpolations in and substitutions for any part or parts thereof, to make sequels to and new versions or adaptations of the Work or any part thereof, to use any part or parts of the Work or any of the foregoing to such extent as the Purchaser may in its sole discretion deem expedient in the exercise of the rights, licences or privileges herein granted in the Licensed Territories, and to interpolate in connection therewith musical compositions, songs, lyrics and music of all kinds, and to use, superimpose and/or photograph lines, excerpts from or translations of the Work or the title, sub-titles, text and dialogue of the programmes based on the Work contemplated herein.

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

(e) The right in the Licensed Territories to advertise and exploit the programmes based on the Work in any manner and through any mediums that the Purchaser or its successors, assigns or licensees may desire, including the right to publish in newspapers, fan magazines and trade periodicals, synopses, summaries, resumes and stories of the Work, to use excerpts from and resumes and summaries of the Work in heralds, programmes, booklets, posters, lobby displays, press books, newspaper magazines and other periodicals, commercial and other tie-ups and all other mediums of advertising and publicity whatsoever, and to copyright the same in the name of the Purchaser or its nominees.

(f) The right to use the title or titles by which the Work is now known or may hereafter be known, or any components of any such title or titles as the title of programmes based on the Work and in connection with the advertising and exploitation thereof whether the same be based wholly or partially upon the Work or is independent of the Work Provided that the Purchaser shall not be entitled to use the title "TILL DEATH US DO PART".

(g) The unlimited right to secure copyrights registration of such programmes based on the Work and any sound records, sound tracks or recordings in connection therewith in all the Licensed Territories under any now existing or hereafter created laws, regulations or rules, in the Purchaser's name or in the name of any other person, firm or corporation.

(h) The sole and exclusive right to make, copy, vend,

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

license, and otherwise use in any manner that the Purchaser may desire, disc or other sound records, sound on film, and any and all other mechanical, electrical and any other contrivances or devices of any nature whatsoever, for the recordation and re-recordation of the sound, talking, musical and any and all other audible portions of the Work and any adaptations or versions thereof or any parts of any of the foregoing, and for the reproduction, transmission, projection and/or performance of any or all such sounds separately or as part of or incidental to or in synchronisation with the exhibition or performance thereof, whether such contrivances or devices are now known or are hereafter known, invented or devised.

(i) The sole and exclusive right throughout the Licensed Territories to use and exploit the Work (and elements and characters contained therein) in connection with the manufacture, sale, distribution and other exploitation of merchandise based thereon, including, without limitation, uses in connection with goods, wares, apparel, novelties, play things, dolls, drawings, pictures, photographs and like reproductions.

(j) The sole and exclusive publication rights in connection with the Work throughout the Licensed Territories, including, without limitation, the right to publish hard cover and paperback books.

For the purposes of removing doubt, it is hereby agreed and understood between the parties that the rights granted to the Purchaser herein shall permit the Purchaser to produce the television series (as defined herein) for primary exploitation

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

through the medium of television. (but including all means of audio visual tapes and cassettes, video tapes and other contrivances and methods of any kind) but shall not include any rights to exploit in the Licensed Territories:-

(i) the Work by means of cinematograph films, sound broadcasts or stage presentation or

(ii) the television programmes by means of cinematograph films exhibited in cinema theatres or sound broadcasts

Provided that the Purchaser wishes to exploit the television programmes by means of cinematograph films exhibited in cinema theatres, then the Purchaser shall be entitled to do so subject to agreeing the terms and conditions with the Author in respect of which the Author shall have an absolute right of refusal.

All rights in the Work not granted to the Purchaser pursuant to the foregoing are reserved to the Author, provided, however, that the Author may only sell, assign, license, transfer or otherwise exercise, authorise others to exercise, utilize or dispose of any of his reserved rights subject to the following terms:-

(i) During the period of either three (3) years from the date hereof or after the expiration of one (1) year from the last showing of the television series (or any one episode thereof) whichever is the later (hereinafter called "the Banned Period"), the Author will not deal in any way with his reserved rights or permit the Work or any adaptation thereof or any part or parts thereof so continuing to be

Plaintiff's Exhibit 138 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

[redacted]

used in connection with:-

(a) any performance in public in the Licensed Territories in the form of a stage production, or

(b) the production and distribution in the Licensed Territories of a first feature cinematograph film based on the Work. Nothing herein contained shall restrict the Author from exploiting in all media in the Licensed Territories first feature cinematograph films, based upon the Work which shall have been produced outside the Licensed Territories, but in respect of any first feature film except the first and second first feature cinematograph films produced outside the Licensed Territories, the Author shall not be entitled to exploit the same in the Licensed Territories through the media of television or audio visual tapes and other contrivances referred to in Clause 2 (a) hereof without the Purchaser's prior consent which may be given or withheld in its absolute discretion or

(c) any performance in the Licensed Territories by means of sound radio

(ii) If the Author wishes to sell, assign, license, transfer or otherwise dispose of any of his reserved rights exercisable within the Licensed Territories, then the Purchaser shall have the first right to purchase and acquire from the Author all or any of such reserved rights in

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

the Work. The Author agrees to notify the Purchaser in writing of any bona fide offer which the Author intends to accept for any of such rights, and to specify in such notice all of the terms and conditions of such offer. The Author will not require the Purchaser to meet such terms which cannot be as easily met by one person as another such as the required employment or use of a certain writer (other than the Author), star, director, etc. If the Purchaser exercises its first refusal, the Author shall not thereafter have the right to submit a further offer to the Purchaser in respect of any remaining "reserved rights" for at least one (1) year following the exercise by the Purchaser of its first refusal. At any time within thirty (30) days after receipt of such notice the Purchaser may notify the Author of the Purchaser's acceptance of such offer and in such event the rights referred to in such offer shall be transferred and assigned to the Purchaser. If the Purchaser shall elect not to purchase such rights in or to the Work, then the Author may dispose of such rights, but only to the person, firm or corporation and upon the terms and conditions specified in such notice to the Purchaser, it being understood and agreed that the Author may not dispose of such rights to any other party or upon terms or conditions more favourable to the purchaser or assignee than those offered to the Purchaser hereunder or later than one (1) year after submission of the Author's offer to the Purchaser without again offering the same to the Purchaser as hereunder provided. If the Purchaser shall acquire from the Author any reserved rights in or to the Work, then the parties hereto will enter

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

into appropriate written agreements with respect thereto.

(iii) Notwithstanding the foregoing, all rights in and to the Work shall revert to the Author if the Purchaser has not commenced principal photography of television programmes (which is being produced in conjunction with C.B.S.) within eighteen (18) months from the date of this Agreement.

1. (i) THE Author HEREBY AUTHORISES the Purchaser and its successors and assigns to institute and prosecute such proceedings and to do such acts as the Purchaser or its successors or assigns may deem expedient to protect the rights hereinbefore assigned and granted or any of them and for the recovery of damages and penalties for any infringement of such rights and if and in so far as may be necessary to use the names of the Author for such purposes and the Author shall in any such proceedings afford the Purchaser and its successors and assigns all necessary assistance in proving or defending the rights held by them respectively hereunder, the Purchaser and its successors or assigns (as the case may be) indemnifying the Author against any costs and expenses incurred by the Author in respect of such proceedings PROVIDED ALWAYS that no such costs shall be incurred without the previous written consent of the Purchaser or its successors or assigns AND PROVIDED FURTHER that the Purchaser and its successors or assigns shall not be bound to institute or prosecute any such proceedings or to do any such act

(ii) THE Author HEREBY COVENANTS with the Purchaser that he will at the request and expense of the Purchaser do all such further things and execute all such further

instruments as the Purchaser may from time to time require for the purposes of further securing to the Purchaser or confirming or protecting the Purchaser's title to the said rights in any part of the Licensed Territories and if the Author shall fail when so requested to do any such thing or execute any such instrument then the Purchaser is hereby authorised to do or execute the same in the name and on behalf of the Author and the Author hereby appoints the Purchaser to be his attorney for such purposes, and such authority and appointment shall have effect as a power coupled with an interest and shall be irrevocable;

(iii) The Purchaser shall be entitled to assign to any person or persons firm or company the benefit of all or any of its rights under this Assignment and to sub-license the exercise of all or any of such rights and if it does so all the representations warranties and covenants on the part of the Author contained herein shall to the extent of such assignment or grant thereupon enure for the benefit of such assignee or grantee Provided always that the Purchaser shall remain primarily liable to discharge its obligations to the Author hereunder unless the assignee, being a television network or a major television station or distribution company directly contracts with the Author.

4. (a) THE Author will not hereafter make any grant which might in any way derogate from the assignment and grant hereby made, nor will the Author assign or grant to any person other than the Purchaser any rights of the nature hereby assigned and granted relating to the Licensed Territories in respect of any other literary or dramatic work hereafter written based upon or incorporating or adapted from the Work or any

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

part or parts of the Work or the title or story or theme, or any of the characters thereof, and (for himself and his assignees) the Author hereby undertakes and agrees that he will not make any claim or take any legal action against the Purchaser (or any of its assignees or grantees) in respect of the suggested use (or breach of copyright) by the Purchaser of any such other literary or dramatic work, whether or not the Purchaser (or its assignees or grantees) has seen copies of such other literary or dramatic work hereafter written based upon or incorporating or adapted from the Work, and the Author shall without further payment do all such things and execute all such documents as may be necessary to vest such rights in the Purchaser, or will procure the doing and execution thereof;

(b) If the Work or any adaptation thereof shall be published hereafter in any country in the Licensed Territories then the Author shall perform all such acts and take all such proceedings as may be necessary by the law of such country to secure and renew copyright protection of the Work therein, and to prevent the Work from falling into the public domain by reason of such publication, and in particular shall cause such copyright notices as may be necessary to be placed on all published copies of the Work or any such adaptations including copyright notices in such form as will secure protection for the Work under the Universal Copyright Convention;

(c) The Author will perform all such acts and take all such proceedings and execute all such documents as may be necessary to renew any and all rights of copyright now or hereafter secured upon the Work and after such renewal or any extension of such rights of

Plaintiff's Exhibit 156 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

U987

copyright will assign or cause to be assigned to the Purchaser without any further payment the same rights as are hereby assigned and granted for the full period during which such renewal and extension is effected, and that if the Author shall fail so to do at least six months prior to the date on which any such renewal becomes due, then and in such circumstances the Purchaser is hereby authorised to perform all such acts take all such proceedings and execute all such documents in the name and on behalf of the Author, and the Author hereby appoint the Purchaser to be its attorney for such purposes, and such authority and appointment shall have effect as a power coupled with an interest and shall be irrevocable.

5. (i) IN consideration of the premises, the Purchaser has agreed to pay to the Author the sum of $12,000 (Twelve thousand United States dollars), such sum to be paid as a first charge out of the net profits (as hereinafter defined) from the production of the television series (as hereinbefore defined).

(ii) If, in exercise of the rights and licences hereby assigned and granted, the Purchaser shall produce and exploit in the Licensed Territories the television series then the Purchaser shall within 30 days of the relevant broadcast make a single payment to the Author after the first broadcast of each episode of the television series as follows:-

(a) in the case of the first broadcast (i.e. "first run" as defined in the appropriate Collective Bargaining Agreement of the Writers Guild of America), such payment to be in the sum of $750 (Seven hundred and fifty United States dollars); and

(b) in the case of repeat broadcasts (i.e.

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions



"each re-run" as defined in the appropriate Collective Bargaining Agreement of the Writers Guild of America) of each episode of the television series, such payment to be a proportion of the payment for the first broadcast, the said proportion being 40% for the first repeat broadcast, 20% for the second repeat broadcast, 20% for the third repeat broadcast and 10% for the fourth and each and any subsequent repeat broadcasts;

(iii) In addition, the Purchaser shall pay or procure the payment to the Author of an amount equal to ten per cent. (10%) of the net profits derived from the exploitation of the television series. For the purposes of this sub-clause (iii) the expression "the net profits" shall bear the same meaning as in sub-clause (iv) of this Clause 6.

(iv) The expression "net profits" herein means the proceeds from the exploitation and distribution of the television series (including, but without limitation, all revenues accruing from all sources to the Purchaser or to any firm or company owned or controlled by the Purchaser from the exploitation in all media of the music written or acquired for inclusion in the television series) less all or any of the following items which have to be paid by the Purchaser:-

(a) any share of such gross proceeds payable to any third party contributing goods, finance or facilities in connection with the production of the television series

(b) all costs and expenses of distribution, sale or

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

exploitation of the television series, including (but not by way of limitation) the cost of prints, advertising, trade shows, censorship fees, carriage, freight, customs duty, agents commissions, distributors' distribution charges or commissions, and all other proper and customary expenses which distributors shall be entitled to deduct from the gross receipts of the television series;

(c) the total cost of production of the television series, including finance interest, legal fees, accounting and auditing fees, insurance premiums, bank charges, completion guarantors' fees, reasonable overhead expenses, and all other expenditure incurred in connection with the production of the television series and its delivery to distributors;

(d) all deferred payments of whatsoever nature agreed to be made to any person firm or company for providing services finance or facilities in connection with the production of the television series;

(v) The Purchaser undertakes to provide the Author from time to time with copies of all accounts furnished by the distributors of the television series to the Purchaser showing how the net profits of the television series are determined, and such copies shall be so provided not later than 14 days after the receipt of such accounts by the Purchaser, and the Purchaser shall pay or cause to be paid to the Author the amount (if any) shown by such accounts to be due the Author, or alternatively the Purchaser shall procure the distributors of the television series to provide the Author with copies of all accounts rendered by such distributors to the Purchaser and shall direct the distributors to pay an amount equal to the

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

Author's participation in the net profits to the Author.

(vi) There shall be no obligation upon the Purchaser to turn to account the rights hereby assigned and granted or to deal with the same with a view to profit or at all, and the Author shall have no claim for loss of profit or advantage of any kind if no television series shall be produced or exploited or if no profits shall accrue from any such production or exploitation;

(vii) For the avoidance of doubt, it is understood and agreed between the parties hereto, that payments due to the Author pursuant to sub-clause (ii) and (iii) of this Clause 5 shall be made in respect of each and every production of a television series utilising any or all of the rights hereby assigned in the Work and for the purposes only of this Clause the definition "the television series" shall be construed to include each and every production of a television series in respect of the Work.

6. WHILST the Purchaser shall not be bound to exercise any of the rights hereby assigned and granted, the Purchaser nevertheless undertakes that if the television series shall be produced by the Purchaser and shall be substantially based upon the Work then the Author will be accorded the appropriate screen credit as the author of the Work which credit shall read:-

"based on "TILL DEATH US DO PART" created by Johnny Speight"

such credit to be on a separate card of the negative of each episode of the television series and all such positive copies thereof as shall be made or issued by or under the direct control of the Purchaser (except as hereinafter provided) provided that the size and placement of such credit shall be determined by the Purchaser in its absolute discretion, and provided further that the

Plaintiff's Exhibit 156 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

obligations of the Purchaser pursuant to the provisions of this Clause shall not apply to publicity, special advertising relating to any member or members of the cast of the television series, or the Producer or the Director of the television series, or other personnel concerned in the production or similar matters, or to any exploitation, screenplay or other literary or musical material upon which the television series is based, or by means of television broadcasts, PROVIDED THAT the Purchaser shall only be obliged to mention the title of the Work in any such credits if and in such parts of the Licensed Territories as the title used for the television series shall be different from the title of the Work and PROVIDED FURTHER that although the Purchaser will use its best endeavours to ensure that the provisions of this Clause are brought to the attention of the principal distributor of the television series, any failure on the part of any distributor or exhibitor of the television series to accord any such credit as aforesaid shall not constitute a breach by the Purchaser of the undertaking given in this Clause, and accordingly the Purchaser shall not be held in any way responsible for such failure, and in the event of a breach of this Clause by the Purchaser the rights of the Author shall be limited to his rights (if any) to recover damages in an action at law, and in no event shall the Author be entitled by reason of any such breach to rescind or terminate this Agreement, or any of the rights assigned or granted to the Purchaser under this Agreement, or to injunct or restrain the distribution or exhibition of the television series.

7. (a) The Author acknowledges that he is aware that it is a criminal offence under the Federal Communications Act of the U.S.A. for any person, in connection with the

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

production of any television programme, to accept or pay any money, service or other consideration for the inclusion of any "plug", reference, product, identification or other similar matter as a part of such programme, unless such acceptance or payment is disclosed in the manner required by law. The Author is aware that it is the Purchaser's policy not to permit the acceptance or payment of any such consideration, and the Author hereby expressly agrees not to accept or pay, or agree to accept or pay, any such consideration.

(b) Subject to the Author being available, the Author agrees to consult with the Purchaser with respect to creative matters involving the television series without any additional compensation being paid to the Author. If, however, in the Purchaser's sole opinion the Author's physical presence is required in the U.S.A. and the Purchaser makes a written request to this effect then the Purchaser will provide the Author with first class transportation (if available) and reasonable living expenses.

(c) The Author will not make or publish or authorise the making or publishing of any statement in any way relating to the television series or to this Assignment or any of the activities of the Purchaser without the previous written consent of the Purchaser.

8. THIS Assignment shall be construed according to the laws of the State of California and constitutes the entire agreement between the parties hereto.

9. THIS Assignment shall bind and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns, licensees, sub-licensees and other successors in title.

10. NOTICES hereunder shall be deemed to be duly served

four days after the same shall have been sent by prepaid airmail post in the case of notices to the Purchaser to the address stated herein or in the case of notices to the Author care of A.L.S. Management Limited of 9, Orme Court, London, W.2, England.

11. THE Author hereby authorises and requests the Purchaser to make all payments due to him hereunder to the A.L.S. Management Limited whose receipt shall be a valid discharge therefor.

I N W I T N E S S whereof the parties hereto have hereunto set their respective hands and seals the day and year first before written

N.B.

Either this Agreement should be executed in the presence of a U.S. Consular Official or the Author should execute a short-form Assignment for Washington registration purposes in accordance with the draft annexed.

THE FIRST SCHEDULE

Date	Document	Parties
1. 16th March, 1965	Agreement	1. British Broadcasting Corporation ("BBC") 2. The Author
2. 17th August, 1965	Agreement	1. BBC 2. The Author
3. 13th July, 1966	Agreement	1. BBC 2. The Author
4. 24th April, 1967	Agreement	1. BBC 2. The Author
5. 6th September, 1967	Assignment	1. The Author 2. ALF
6. 6th September, 1967	Agreement	1. The Author 2. ALF
7. 6th February, 1968	Letter Contract	1. General Artists Corporation for the Purchaser 2. Beryl Vertue for the Author

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

8.	4th July, 1968	Agreement	1. ALF 2. British Lion Films Limited
9.	4th July, 1968	Charge	1. ALF 2. British Lion Films Limited

10. [Here insert details of Pan Books Publication]

11. [Here insert details of Dutch Television Series]

THE SECOND SCHEDULE

K N O W A L L M E N BY THESE PRESENTS that for a valuable consideration (the receipt whereof is hereby acknowledged) the undersigned JOHNNY SPEIGHT care of A.L.S. Management Limited of 9, Orme Court, London, W.2, England (hereinafter called "the Author") HEREBY IRREVOCABLY GRANTS AND ASSIGNS to TANDEM PRODUCTIONS INC. of 1901 Avenue of the Stars, Los Angeles, California, 90067, U.S.A. (hereinafter referred to as "the Purchaser") for the full period of copyright and all periods of renewal and extension thereof now vested in or capable of being acquired by the Author the following exclusive rights throughout the United States, its territories and possessions (including Puerto Rico) Tijuana, Mexico, the Bahamas, Bermuda, Barbados, Jamaica and Canada in all languages in and to and in connection with an original idea and all literary material (including twenty one (21) scripts based thereon and presently entitled "TILL DEATH US DO PART") (hereinafter referred to as "the Work") namely:-

ALL television motion picture rights, television broadcasting rights of all kinds in respect of motion pictures, and publication rights in respect of any adaptations and reproductions of the Work made in exercise of such rights

TOGETHER with the right to institute and prosecute

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

1995

such proceedings and do such acts and things as the Purchaser in his absolute discretion deems expedient to protect the rights granted by a certain Assignment dated made between the Author and the Purchaser and to recover damages for any infringement of such rights and if necessary to use the names of the Author in connection with any of the aforesaid purposes

AND the Author agrees that he will not without the previous written consent of the Purchaser permit the Work to be broadcast by television AND the Author further agrees that he will perform all such acts and take all such proceedings and execute all such documents as may be necessary to renew any and all copyrights now or hereafter secured upon the Work, and forthwith after such renewal or any extension of copyright, will assign to the Purchaser without any further payment the like rights as are described in the said Assignment for the full period during which such renewal or extension shall be effective

THIS instrument is made and delivered supplemental to and upon and subject to all the terms and conditions of the said Assignment and shall be binding upon and shall enure to the benefit of the Author and the Purchaser and their respective heirs, executors, administrators, personal representatives, assigns, sub-licensees and other successors in title

I N W I T N E S S whereof the said Johnny Speight has hereunto set his hand and seal this day of 1970.

SIGNED SEALED and DELIVERED by)
the said JOHNNY SPEIGHT in)
the presence of:-)

[END OF SECOND SCHEDULE]

1996

Plaintiff's Exhibit 158 Document executed January 14, 1971 as of July 1, 1970, assignment from Johnny Speight to Tandem Productions

SIGNED SEALED and DELIVERED by)
the said JOHNNY SPEIGHT in)
the presence of:-)

Witness Jim Nilson
Address 9. Drum Court, London W2
Occupation. Accountant.

SIGNED SEALED and DELIVERED by)
Alan Yorkin, Pres. for and)
on behalf of TANDEM PRODUCTIONS)
INC. in the presence of:-)

Alan Yorkin (Pres)

Dan Thompson (Secretary)
12020 Valleyhead Dr.
North Hollywood, Calif.

Plaintiffs' Exhibit No. 159
Letter Agreement between
Tandem Productions and
Johnny Speight,
dated October 5, 1971

1901, Avenue of the Stars,
Los Angeles,
California 90067,
U.S.A.

1003

Date: 14 October 1971

To: Johnny Speight, Esq.,
c/o. A.L.S. Management Limited,
67, Brook Street,
London, W.1.
England.

Dear Sirs,

"TILL DEATH US DO PART"
Assignment dated 4th January 1971 as of 1st July 1970 ("the Assignment")

It is hereby agreed between the parties hereto that:-

(a) Solely for the purposes of exhibiting the television series presently entitled "ALL IN THE FAMILY", the definition of "the Licensed Territories" contained in Clause 2 of the Assignment shall be extended to include all countries in Europe, those countries in the Middle East and Far East and African territories not within the British Commonwealth and Latin America. In consequence of this extension and solely for the purposes of exhibiting the said television series, the said amended definition of "the Licensed Territories" shall apply also to Clause 4 (a), 5 (ii) and 6 of the Assignment and the Second Schedule thereof.

(b) Except insofar as two previously produced pilot films are concerned, the Letter Contract dated 6th February 1968 (numbered paragraph 9 of the First Schedule of the Assignment) is superseded by the Assignment.

The details referred to in numbered paragraph 10 of the First Schedule are:-

PLAINTIFF EXT.
NO. 159 FOR IDENT.
BEN HYATT, NOTARY PUBLIC

Plaintiffs' Exhibit No. 159
Letter Agreement between
Tandem Productions and
Johnny Speight,
dated October 5, 1971

Memorandum of Agreement between Johnny Speight and Pan Books dated 13th February 1967.

The details referred to in numbered paragraph 11 of the First Schedule are:-

Letter Agreement with Katholicke Radio Omroep, Holland dated 3rd June 1971.

Save as hereinbefore provided the terms of the Assignment shall remain as drawn and are hereby affirmed by the parties hereto.

Yours faithfully,

.....

For and on behalf of
TANDEM PRODUCTIONS INC.

Accepted and Agreed

.....
Johnny Speight

Plaintiffs' Exhibit No. 160
Amendment, dated November 22, 1971,
between Tandem and Speight to the
underlying rights agreement

1901, Avenue of the Stars
Los Angeles,
California 90067,
U.S.A.

1004

Date: NOV 22 1971

To: Johnny Speight, Esq.,
c/o A.L.S. Management Limited,
67, Brook Street,
London, W.1.
England.

Dear Sirs,

"TILL DEATH US DO PART"
Assignment dated 4th January 1971 as of 1st July 1970
("the Assignment") and Side Letter dated 5th
October 1971

It is hereby agreed between the parties hereto that the extended definition of "the Licensed Territories" referred to in paragraph (a) of the above-mentioned Side Letter shall include Australia.

Save as hereinbefore provided the terms of the Assignment and the above-mentioned Side Letter shall remain as drawn and are hereby confirmed by the parties hereto.

Yours faithfully

.....
For and on behalf of
TANDEM PRODUCTIONS INC.

Accepted and Agreed

.....
Johnny Speight

PLAINTIFF EXT.

Plaintiff's Exhibit 165
Letter 7/8/71, Block to Yorkin 1052.15.11
1005

Right Tendler
EXHIBIT 165
FOR IDENTIFICATION
ARAX HICKS
9/5/73

VIACOM ENTERPRISES

A DIVISION OF VIACOM INTERNATIONAL INC.

345 PARK AVENUE • NEW YORK, NEW YORK 10022 • (212) 371-5300

Willard Block
Vice President
General Manager

July 8, 1971

Mr. Bud Yorkin
Tandem Productions Inc.
1901 Avenue of the Stars
Century City
Los Angeles, California 90067

Dear Bud:

My apologies for the delay in forwarding to you the information that you requested. As mentioned by phone, sales to date have been made in two countries.

1. The United Kingdom - to the BBC, 13 episodes, firm at $4500 per episode, one run. The BBC has a further option on 13 additional episodes at the same price.

2. Canada - sold to date in approximately ten markets including Hamilton, Ontario, Ottowa, Ontario, Calgary, Alberta, Winnipeg, Manitoba, Saskatoon, Sask. In all cases, we have the right to recapture, as previously mentioned, after 13 episodes should the possibility of a network sale present itself.

   You will appreciate the fact that it is difficult to get top dollar and broad placement with a recapture privilege at this late date. Nonetheless, in spite of the above, our staff has done exceedingly well and we have realized from these local sales approximately $1500 per broadcast throughout Canada.

As for potential sales in other markets, please understand that the reason we have been so upset these many months is that our sales effort has been hamstrung by, initially, the network's inability and then your own to confirm to us that broadcast rights were available generally throughout the world and that we had the right to represent the sales. Nevertheless, in the spirit of the original negotiations between Sam Cohn and Don Sipes, we have been moving forward in trying to bring about sales possibilities with the hope that we would be able to hang on to them while specifically getting your clearance case by case. Here is a rundown on some of these efforts to date, and I use the European area simply as an example of the kind of activities we have generated throughout the world:

1) Sweden - Three episodes have been screened (bear in mind we are dealing with tape and different line standards around the world; hence we had to make conversions) and all three have been rejected. However, our people have gone back with additional episodes despite the fact that the Program Committee feels the series is too controversial. The recent well publicized awards that the show has received warrants Swedish TV looking at it again.

2) Finland - Three episodes have been screened; so far rejected on the grounds that it is too difficult to dub. However, with the sale to the BBC, they are reexamining the issue.

3) Germany - Five episodes have been screened to date by West German TV. We expect a decision shortly. (Hence our interest in having the rights in Germany cleared.)

4) Holland - Three episodes have been screened. As you know, there are five broadcasting organizations in Holland and the situation is complicated by the fact that "Till Death Do Us Part" is still being broadcast. We think we will definitely make a sale.

5) Ireland - Considering the religious problems in the country, the series has been rejected to date as too controversial.

6) Belgium - Four episodes have been screened and there is a distinct sales possibility to the BRT.

Our activities generally around the world are similar to what I have briefly described in some of the European countries. Surely this is not a sign of an organization sitting on its hands. Screenings have been held in more than 30 countries. Discussions have taken place with more than 50 broadcasting organizations. Promotional material has been disseminated to every broadcaster worldwide that could conceivably purchase the program if available. All of this activity mind you has been done despite the complications re the sales rights and further, the clearance costs which vary area by area according to the AFTRA agreement and other talent and union agreements which call for payments on tape shows placed outside the United States.

There is, of course, a very real opportunity to sell this series now in Australia. We would estimate a sales price of approximately $2250 per half hour, one broadcast with repeat broadcasts and small country market sales bringing in at least another $1500 to $1700 per episode. In short, ultimate estimated income of approximately $4000 per half hour.

I don't know how much more information you would want at this time, Bud, but I think the above should be sufficient to indicate where we are, what we would like to do and why we require your help so that we can move forward as quickly and profitably as possible.

Plaintiff's Exhibit 165
Letter 7/8/71, Block to Yorkin

1007

As for the terms and conditions under which we distribute, this, I repeat, is a matter that I know is under discussion between Anne Nelson and Martin Perlberger. It is common knowledge, however, that our international distribution fee is 40% of gross receipts and you will find that this compares most favorably with other major distributors such as 20th Century Fox, Warner Brothers, Screen Gems, Universal, etc. whose fees range between 45% and 50% of gross. For the record, I am asking Joseph Irwin, our Director of Business Affairs, to forward a copy of a standard Enterprises distribution agreement to Mr. Perlberger so that he can have it on record for this and any other arrangements we might hopefully make with you and other clients of the Kaplan office in the future.

Our aim is to work with you, Bud, and I look forward to your assistance in helping resolve all outstanding matters so we can move forward as quickly as possible.

With apologies for the length of this letter.

Sincerely,

cc: Messrs. Perlberger
Irwin

Plaintiff's Exhibit 171
Letter 9/15/71, Nelson to Perlberger

1008

1052.15.11

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) Olive 1-2345

September 15, 1971

Dear Martin:

Enclosed are 5 copies of the Side Letter as re-drafted by the CBS Law Department concerning the agreement between Tandem and Viacom with respect to syndication on "All In The Family". If you find these in order, please have them executed on behalf of Tandem and return them to us for signature.

I am holding up distribution of the fully executed documents of the basic agreement and amendment until this is signed. Thank you.

Sincerely,

Anne Nelson
Business Affairs

Martin Perlberger, Esq.
Kaplan, Livingston, Goodwin, Berkowitz
and Selvin
450 North Roxbury Drive
Beverly Hills, California 90210

Enclosures

PLAINTIFF EXHIBIT
NO. FOR IDENT.
HAROLD M. LEIBOVITZ, N. P.
8/15/75

Plaintiff's Exhibit 171
Letter 9/15/71, Nelson to Perlberger

1009

August 26, 1971

Tandem Productions, Inc.
1901 Avenue of the Stars
Los Angeles, California 90067

RE: ALL IN THE FAMILY

Gentlemen:

Reference is made to the Memorandum of Agreement dated July 10, 1970 (herein referred to as the "CBS Agreement") between you and the undersigned, CBS Television Network, a division of Columbia Broadcasting System, Inc. (herein referred to as "we", "us" or the equivalent), relating to the television series entitled ALL IN THE FAMILY.

Notwithstanding anything contained in Paragraph 12 or any other provisions of the CBS Agreement with respect to syndication and distribution rights in and to the programs of the said series, we hereby consent to and approve of your entering into a separate agreement or agreements with Viacom International, Inc. and/or its subsidiaries or affiliates (herein referred to for convenience as "Viacom"), providing for the exercise and/or exploitation of such syndication and distribution rights, which separate agreement or agreements will be deemed to supersede and replace the provisions of Paragraph 12 and any other provisions of the CBS Agreement with respect to syndication and distribution rights at such time as such agreement with Viacom is finalized. You will notify us in writing as to the effective date of any such agreement or agreements. Notwithstanding anything to the contrary contained hereinabove, CBS' right to receive 15% of net profits from merchandising shall be unaffected as a result of the foregoing.

Any such agreement or agreements between you and Viacom may provide for the exercise or exploitation of such rights in such countries and territories, and on such terms and conditions, as may be agreed upon between you and Viacom, but no such agreement between you and Viacom shall authorize or permit the syndication and/or distribution of ALL IN THE FAMILY during the term of the CBS Agreement in the "broadcast area" as defined in the CBS Agreement. In the event that in any year of the CBS Agreement Viacom exercises syndication and/or distribution rights in Canada (because Canada is not in such year included in the "broadcast area") no broadcast of ALL IN THE FAMILY may be made in Windsor, Ontario, Canada. You agree that any such agreement relating to the exercise or exploitation of syndication and/or distribution rights in Canada will specifically provide that if we shall exercise our rights under the CBS Agreement to extend the broadcast

Plaintiff's Exhibit 171
Letter 9/15/71, Nelson to Perlberger

1010

area to include Canada, then none of the programs of the series will be licensed or sold by you or any distributor or licensee for broadcast and/or exhibition in Canada on any basis in the coverage area of any television market in which the series is then being telecast (or is scheduled to be telecast) on a network basis pursuant to the CBS Agreement.

Except as herein provided, the CBS Agreement is not otherwise modified or amended. Your signature hereto will constitute this a binding agreement between you and us.

Very truly yours,

CBS TELEVISION NETWORK
A division of Columbia
Broadcasting System, Inc.

By /s/ Donald Rubin

/s/ AD.

ACCEPTED AND AGREED:

TANDEM PRODUCTIONS, INC.

By /s/ Alan Yorkin
President

Plaintiffs' Exhibit No. 172
Letter, 9/22/71, Perlberger to Nelson

58

1011

September 22, 1971

1052.15

Mrs. Anne Nelson
CBC Television
7800 Beverly Boulevard
Los Angeles, California, 90036

Re: "ALL IN THE FAMILY"

Dear Anne:

In accordance with your letter of September 15, 1971 we return to you herewith five copies of your redrafted side letter executed on behalf of Tandem Productions, Inc.

Please have the enclosures executed on behalf of CBS and return to me at least three fully-executed copies, together with three fully-executed copies of the Memorandum Agreement and amendment.

Sincerely,

Martin Perlberger

MP/jp
enclosures

bcc: Bud Yorkin
Norman Lear
J. William Hayes, Esq.

PLAINTIFF EXHIBIT
NO. 172 FOR IDENT.
HAROLD M. LEIBOVITZ, N. P.

Plaintiffs' Exhibit No. 173
Letter, 9/30/71, Nelson to Perlberger

1012

1052.15

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
Los Angeles, California 90036
(213) Olive 1-1000

September 30, 1971

Dear Martin:

Enclosed herewith are executed copies of the following:

A contract with Tandem dated July 10, 1970 for "ALL IN THE FAMILY"

An Amendment to that contract dated July 21, 1971.

A side letter to the contract dated August 26, 1971.

These copies are for your files.

Sincerely,

Anne Nelson
Business Affairs

Mr. Martin Perlberger
Kaplan, Livingston, Berkowitz, Goodwin &
Silven
450 North Roxbury Drive
Beverly Hills, California 90210

Enclosures

PLAINTIFF ____ EXHIBIT
NO. 173 FOR IDENT.
HAROLD M. LEIBOVITZ, N. P.

5/12/72

Plaintiffs' Exhibit No. 175
Letter, 4/26/73, Christenfeld to Nelson

1013

450 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
TELEPHONES (213) 274-8011 AND 878-0800
CABLE ADDRESS: KAPTON
TELEX: 674858

EUROPEAN OFFICE
18-20 PLACE DE LA MADELEINE
PARIS 8e, FRANCE
742-2331
TELEX: 28865

MANAGING PARTNER
SAMUEL PISAR

OF COUNSEL
HAROLD A. LIPTON
MELVILLE B. NIMMER
GEORGE W. COHEN
(1909-1971)

April 26, 1973

IN REPLY PLEASE REFER TO
1052.15.11

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Ms. Anne Nelson
Assistant Director of Business Affairs
CBS Television City
7800 Beverly Boulevard
Los Angeles, California 90036

Dear Ms. Nelson:

This is to advise you that, effective March 26, 1973, our client Tandem Productions, Inc. terminated its arrangement with Viacom Enterprises regarding foreign distribution of the television series "ALL IN THE FAMILY". Accordingly, we are notifying you on behalf of Tandem Productions, Inc. that from and after this date CBS is not authorized to send or release to Viacom Enterprises any master, tape, or segment of any program in the "ALL IN THE FAMILY" television series without first obtaining express written permission from Tandem Productions, Inc. All requests from Viacom for prints of programs which are necessary to fulfill Viacom's distribution commitments entered into prior to our client's March 26 termination should be referred to Tandem Productions, Inc. for consideration.

Very truly yours,

Stuart Christenfeld

Stuart Christenfeld
for
KAPLAN, LIVINGSTON, GOODWIN,
BERKOWITZ & SELVIN
Attorneys for Tandem Productions, Inc.

SHC:mp
cc: Sidney Lyons (CBS)
Jerry Ruben (CBS)
Don Sipes (CBS)
(All Cert. Mail RRR)

PLAINTIFF EXHIBIT
NO. 175 FOR IDENT.
HAROLD M. LEIBOVITZ, N. P.

Memo 3/24/70, Tankersley to Wood

1014

CBS MEMORANDUM

MD
Have we decided to proceed with this concept? It is not something that will come about casually in a year's time. Some work to be done — see 3 pm 3/25

FROM: W. H. Tankersley (CTN)
TO: MR. WOOD
DATE: March 24, 1970

Re: "Those Were The Days"

I have just screened the above-captioned pilot and offer the following observations:

(1) It is indeed a very funny show, as was its predecessor, "'Til Death Do us Part." It was also tasteless.

(2) Given more sensitive treatment -- particularly in the area of sexual humor -- it just might be possible to present such a series without having the roof blown off. However, the subjects touched on in the pilot might -- I could even say must -- gradually become less generalized in favor of specific topical issues. And here we could run into serious trouble.

(3) Before undertaking such a radical departure from conventional programming, I believe we should have more information on the British experience, coupled with some careful evaluation by our research department and the program analyzer. Also some assurance that the series would be in the hands of responsible individuals who would be inclined towards higher taste standards than those which prevailed in the pilot.

'Til Death Do us Part

400

Plaintiff's Exhibit 401
Memo 7/16/70, Wood to Jencks

CBS MEMORANDUM

1015

FROM: Robert D. Wood (CBS)
TO: MR. Jencks
DATE: July 16, 1970

While on the Coast last week I had one breakfast and one luncheon meeting with Norman Lear. Drawing from your memo of June 30, I once again hammered away at the need for evenhandedness in the comedic treatment of "There Were the Days." We were also able to get some language in the contract that points that up.

I continue to feel that he has an understanding of our situation and will be responsive to the responsibilities associated with this kind of [illegible] departure. What a certain guarantee, of course, is that this will be an absolutely trouble free series. But I don't believe [illegible] ever [illegible] that [illegible] in. The important thing is that he has been made aware of our attitude and does not hold that it is unreasonable nor [illegible] restrictive in terms of executing the basic premise of the show.

ONLY COPY AVAILABLE

401

Plaintiffs' Exhibit No. 402
Letter, 7/16/70,
Perry to Hayes

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52nd Street
New York, New York 10019
(212) 765-4321

RECEIVED BY
JUL 17 197
SIDNEY LYONS

RE: THOSE WERE THE DAYS

Dear Mr. Hayes:

Enclosed herewith is a check in the amount of $50,000 made payable to Tandem Productions, Inc. as an advance against license fees during the first telecast season with respect to the above-captioned program series.

Sincerely,

Sheldon Perry
Associate Director
Business Affairs

Mr. Bill Hayes
Executive Business Management
162 South Rodeo Drive
Beverly Hills, California

July 16, 1970

SP/jb
Encl.

cc: Sam Cohen, Esq.

bc: Messrs. Agoglia, Collins, Daly, McGowan, Lyons, Sipes

10 EV 402

Plaintiff's Exhibit 406
Memorandum 9/25/70, Tankersley
to Wood, Silverman and Lafferty

CBS MEMORANDUM

FROM: W. H. Tankersley (CTN)
TO: MESSRS. WOOD, SILVERMAN, LAFFERTY
DATE: September 25, 1970

The attached correspondence with Norman Lear is self-explanatory.

His defense of a phrase so utterly indefensible leads me to believe that our earlier assessment of the Yorkin-Lear attitude may have been too optimistic.

406

Plaintiff's Exhibit 406
Memorandum 9/25/70, Tankersley
to Wood, Silverman and Lafferty

CBS
TELEVISION
NETWORK

A Division of Columbia Broadcasting System, Inc.
51 West 52 Street
New York, New York 10019
(212) 765-4321

William H. Tankersley, Vice President
Program Practices

Dear Norman:

I enjoyed our luncheon at the Regency last week and the opportunity to discuss, however briefly, some of the problems to be faced with "Those Were The Days." Since then, I have received your note with the attached copy of your letter to Tom Downer.

While the line about the girl's mini skirt is negotiable (I'm inclined to believe we can live with it), the expression "smart-ass kid" is not. Also I'm not sure I agree with your reasoning that Wally's character will be elliptic if his speech does not include the expletives "damn" and "hell." In any event, these words are still offensive to many of our viewers and would serve unnecessarily to abrade sensitive nerve ends. It is conceivable, of course, that in a particular situation, the use of such a word could be justified, but such usage would have to be reserved for truly exceptional situations.

With all good wishes.

Sincerely,

Mr. Norman Lear
Tandem Productions, Inc.
1901 Avenue of the Stars/Suite 670
Los Angeles, California 90067

September 25, 1970

cc: Mr. Downer

bcc: Messrs. Wood, Silverman, Lafferty

406

Plaintiff's Exhibit 406
Memorandum 9/25/70, Tankersley to Wood,
Silverman and Lafferty

1019

September 15, 1970

Mr. Tom Donner
CBS-TV
7800 Beverly Boulevard
Los Angeles, California

Dear Tom:

Welcome back. Regarding your letter of August 17:

Wally (he's been re-named) must be a real and fully-rounded character in order that he be accepted by the largest possible segment of the audience. There will be viewers who will find him offensive, of course, but so long as the majority of the audience can relate to him, ("That's my Uncle Ferd!") those troubled by Wally will be minimal. Now Wally cannot be fully-rounded and real unless his attitudes and his language have a 360 degree consistency. A man like Wally would say hebe. You accept that. I submit to you he would also say hell and damn. I submit further if he did not say hell and damn, it would be more difficult to accept hebe and coon from him.

It is a strange paradox, but I believe Wally will offend less people if he is allowed to flail out in all directions where on the surface he might be offending more people. Then Wally will be real, identifiable, a blood relation to us all, acceptable as kin.

In the above context "smart-ass kid" is an appropriate Wallyism also, I feel. Regarding your first point, I disagree that the remark is anatomically personal since no part of the anatomy is mentioned. And re the deletions agreed upon at our May 5 meeting, we are still agreed.

Sincerely,

Norman Lear

406

Plaintiffs' Exhibit No. 410
12/31/70 Syndication Agreement
between CTN and Viacom

1020

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc.

AGREEMENT

AGREEMENT made as of the 31st day of December, 1970, by and between CBS TELEVISION NETWORK, a Division of Columbia Broadcasting System, Inc., 51 West 52 Street, New York, New York 10019 (herein called "CBS") and VIACOM ENTERPRISES, a Division of Viacom International Inc., 345 Park Avenue, New York, New York 10022 (herein called "VIA").

In consideration of the mutual covenants herein contained the parties hereto have agreed and do agree as follows:

1. (a) CBS hereby assigns, transfers and conveys to VIA (subject to "CBS Restrictions" (as hereinafter defined) and subject to all the terms and conditions of this Agreement) whatever rights CBS may have to exercise "Syndication Rights" (as hereinafter defined) throughout the world as more specifically set forth herein and in Exhibits A, B and C, attached hereto and hereby made a part hereof, with respect to the programs:

(i) in each of those Program Series listed in paragraph I of Exhibit D, attached hereto and hereby made a part hereof,

(ii) in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D, and

12
27
70

ID 410

(iii) those special programs also listed in paragraph I of Exhibit D

(all of the foregoing programs and special programs being hereinafter collectively called the "Programs" and individually a "Program").

(b) VIA hereby accepts the assignment, transfer and conveyance referred to in subparagraph 1(a) hereof.

2. (a) CBS's rights with respect to the Programs arise from contractual arrangements which have been revealed to VIA by CBS. CBS assigns, transfers and conveys to VIA hereunder, a quitclaim of whatever rights to exercise Syndication Rights CBS may have in the Programs and CBS hereunder makes no warranty, express or implied, representation or covenant of any nature whatsoever (except as expressly set forth herein) with respect to any right to exercise Syndication Rights which CBS may have in the Programs.

(b) CBS's contractual arrangements with respect to the Programs provide for certain restrictions ("CBS Restrictions") upon the exercise of Syndication Rights which have been revealed to VIA by CBS; VIA hereby warrants and covenants to CBS that VIA shall be bound by all such CBS Restrictions with respect to the Programs and the Program Series and with respect to any future exercise of Syndication Rights as regards any Program and Program Series.

(c) Within as short a time as is reasonably possible after the execution of this Agreement, CBS will deliver to VIA a copy of pertinent portions of all agreements in CBS's possession setting forth the contractual arrangements and the CBS Restrictions referred to in subparagraphs (a) and (b) of this paragraph 2.

(d) In order to enable VIA to reproduce sufficient prints and duplicate tapes of each Program so that VIA may fulfill its obligations hereunder, CBS and VIA have agreed as follows:

(i) CBS will retain possession and control of the original negatives and negative elements of all Programs both

A. 35 mm. film original negative; and

B. original master tape;

(ii) for each film Program, CBS will furnish VIA a 35 mm. broadcast print (decommercialized and with neutral titles) from which 16 mm. black-and-white negatives and prints may be made. VIA, of course, may utilize its own film processing laboratory to reproduce negatives and prints and the cost to VIA thereof shall be deemed a "Direct Distribution Cost" (as hereinafter defined). In the event additional 35 mm. prints are needed by CBS to replace the aforesaid broadcast print, VIA will assume the cost thereof as a "Direct Distribution Cost."

(iii) Upon request from VIA, CBS will deliver or cause to be delivered to VIA's designated addressee a 16 mm. color internegative of broadcast quality of any Program; CBS or its film laboratory will bill VIA at a competitive rate therefor, and VIA will assume the cost thereof as a Direct Distribution Cost hereunder.

(iv) CBS will furnish VIA with Music, Effects and Dialogue tracks on a one-half (1/2) inch audio tape (or its equivalent as then understood in the then current technology in the industry) at a competitive rate; the cost thereof shall be a "Direct Distribution Cost";

(v) CBS will furnish VIA with duplicate video tapes of Programs as ordered by VIA from time to time at a competitive rate; the cost thereof shall be a "Direct Distribution Cost"; however, if VIA orders a duplicate video tape of a Program before a network broadcast thereof on the CBS Television Network, such Program will be recorded "off-the-air" and in each such event no charge will be made by CBS to VIA for use of the playback video tape machine; furthermore, if VIA wishes, VIA may provide CBS with VIA's stock for purposes of such "off-the-air" recording in which event CBS does not guarantee the quality of such

duplicate tape and if such duplicate tape is defective, all costs in connection with such recording shall be borne by VIA and shall be "Non-Direct Distribution Costs" (as hereinafter defined).

3. (a) As used herein, "network broadcast" means a broadcast, transmission and/or exhibition by means of simultaneously interconnected television devices, methods and improvements, now or hereafter known, without limitation; a network broadcast includes all broadcasts, transmissions and exhibitions made not later than sixty (60) days after such simultaneous broadcast, transmission and exhibition over any facilities that have not been used therefor, although ordered therefor or normally used in connection with similar broadcasts, transmissions and exhibitions; the television device methods and improvements referred to in this subparagraph (a) include, but are not limited to, so-called "booster" and "translator" stations and relay systems, as well as antenna systems (herein called "antenna systems") which receive and retransmit or redistribute (with or without amplification) television signals by wire or cable connection or otherwise to television receiving sets. Subject at all times to all CBS Restrictions, to all union and any other collective bargaining agreements and to any and all governmental rules and regulations CBS hereby assigns, transfers and conveys to VIA all of CBS's right to license or authorize the license of the origination of any Program or Program Series by means of any antenna system. (CBS specifically reserves hereunder the right to utilize satellite transmission

as a part of a network broadcast utilizing the facilities of the CBS Television Network and has no obligation to consult with VIA with respect thereto. The foregoing is without prejudice to the rights of VIA to utilize satellite transmission for the broadcast of any Program and/or Program Series).



(b) "Syndication Rights" means the rights to cause "syndicated broadcasts."

(c) "Syndicated broadcasts" means any broadcast, transmission and/or exhibition by means of television devices, methods and improvements, now or hereafter known, without limitation, other than a network broadcast utilizing the facilities of the CBS Television Network.

(d) In connection with the exercise of Syndication Rights in the Programs, VIA shall deduct and retain from the "Gross Receipts" (as hereinafter defined) those Distribution Fees as are set forth in Exhibits A, B and C, respectively. The amount remaining after such deduction is herein called "Balance of Gross."

(e) In connection with the exercise of Syndication Rights in the Programs, VIA shall recoup "Direct Distribution Costs" (as used herein, a "Direct Distribution Cost" means a direct, out-of-pocket cost [net of discounts and rebates] that shall be borne by and directly paid by VIA and that may be recouped by VIA to the extent and in the manner specified in this subparagraph 3(e) and "Non-Direct Distribution Cost" means a cost that shall be borne by VIA and shall not be recouped hereunder by VIA) actually spent by VIA by deducting them from Balance of Gross. The amount remaining after such deduction is herein called "Net Balance Due." Direct Distribution Costs include all costs so denominated (exclusive of general, administrative, overhead and office expenses and the like) herein, to the extent that they shall be reasonable and incurred in connection with the exercise of Syndication Rights [illegible]

(i) any additional payment made directly or required to be made by VIA because of a contractual obligation with respect to any person or the acquisition or exercise of any right, in connection with any syndicated broadcast of any Program, including, but not limited to, any rerun, use, or royalty payment (herein individually called a "residual" and collectively called "residuals") required to be made because of any obligation to any union with respect to any Program;

(ii) costs incurred by VIA in connection with the making of such number of prints and/or tapes of any Program as VIA may deem reasonably necessary; also costs incurred in connection with the possession, storage and shipment of such prints for any syndicated broadcast, including laboratory and transportation charges, testing of splices, mounting on reels, cleaning, the cost of reels and containers, and insurance premiums on any Program and its prints, reels and containers;

(iii) taxes levied on and required to be paid by VIA based on Gross Receipts, whether called turnover, use, sales, gross rentals, or gross business receipts taxes, or based on conversion of Net Balance Due into United States dollars or transmission thereof to CBS, it being understood that

A. no tax based on or related to conversion or transmissions of currencies of or

from any country to any other country except the United States shall be a Direct Distribution Cost, to the extent that such tax exceeds the cost that would have been incurred by the transmission of any currencies directly to the United States; moreover, any tax defined in the preceding portion of this subsection A shall be a Direct Distribution Cost with respect to any transmission of currencies requested or approved by CBS. 1928

B. no net income, franchise, corporation, excess profits, or similar tax shall be a Direct Distribution Cost;

C. no tax of the type taken as a foreign tax credit under the Internal Revenue Code by CBS Enterprises Inc. on Columbia Broadcasting System, Inc.'s consolidated income tax returns for 1965-1969, whether required to be withheld or otherwise paid to any government shall be a Direct Distribution Cost;

(iv) direct advertising, exploitation and publicity costs incurred by VIA in connection with syndicat i broadcasts of any Program and/or Program Series including, but not being limited to, the cost of newspaper, tradepaper, magazine, radio, television, and direct mail advertising, the cost of campaign books and sales promotion books, the cost of press matter and synopses, and the cost of all advertising and promotion accessories to the extent that such costs incurred pursuant to this subdivision (iv) are customary in the trade;

(v) costs incurred by VIA for copyright or trademark search or registration if requested by CBS;

(vi) dubbing costs;

(vii) all other reasonable, necessary, usual and normal direct distribution costs incurred by VIA in the ordinary course of business for which syndicators of television programs are customarily reimbursed.

Nothing herein shall obligate VIA to incur any of the Direct Distribution Costs set forth in subparagraphs (e)(i) to and including (e)(vii); provided, however, that nothing contained in this sentence shall be interpreted so as to relieve VIA of any of its obligations hereunder and especially those contained in paragraph 7 of this Agreement.

(f) In exercise of Syndication Rights hereunder, VIA shall be responsible for giving CBS in a timely manner such data as CBS reasonably considers necessary to enable CBS to determine when any residual is due and payable in order that CBS may fulfill its obligations. Upon receiving such notice, CBS agrees to make or to be responsible for the payment of such residual and the amount of such payment shall be deemed to be a "CBS Cost" (as used herein, a "CBS Cost" means a Direct Distribution Cost which is paid by CBS. CBS shall notify VIA of the amount and kind of each CBS Cost as promptly as is feasible. With respect to CBS Costs hereunder, CBS will make available, during normal business hours, upon reasonable notice, at the same address required to be used hereunder accurate and complete books and records comparable to those set forth in paragraph 5 of this

Agreement and subject to comparable terms and conditions with respect to retention by CBS and access by VIA, its representatives, accountants and/or designees).

(g) Any distribution fee paid to any person, firm or corporation who VIA may utilize in exercise of Syndication Rights hereunder shall be a Non-Direct Distribution Cost.

(h) VIA shall pay to CBS all Net Balance Due.

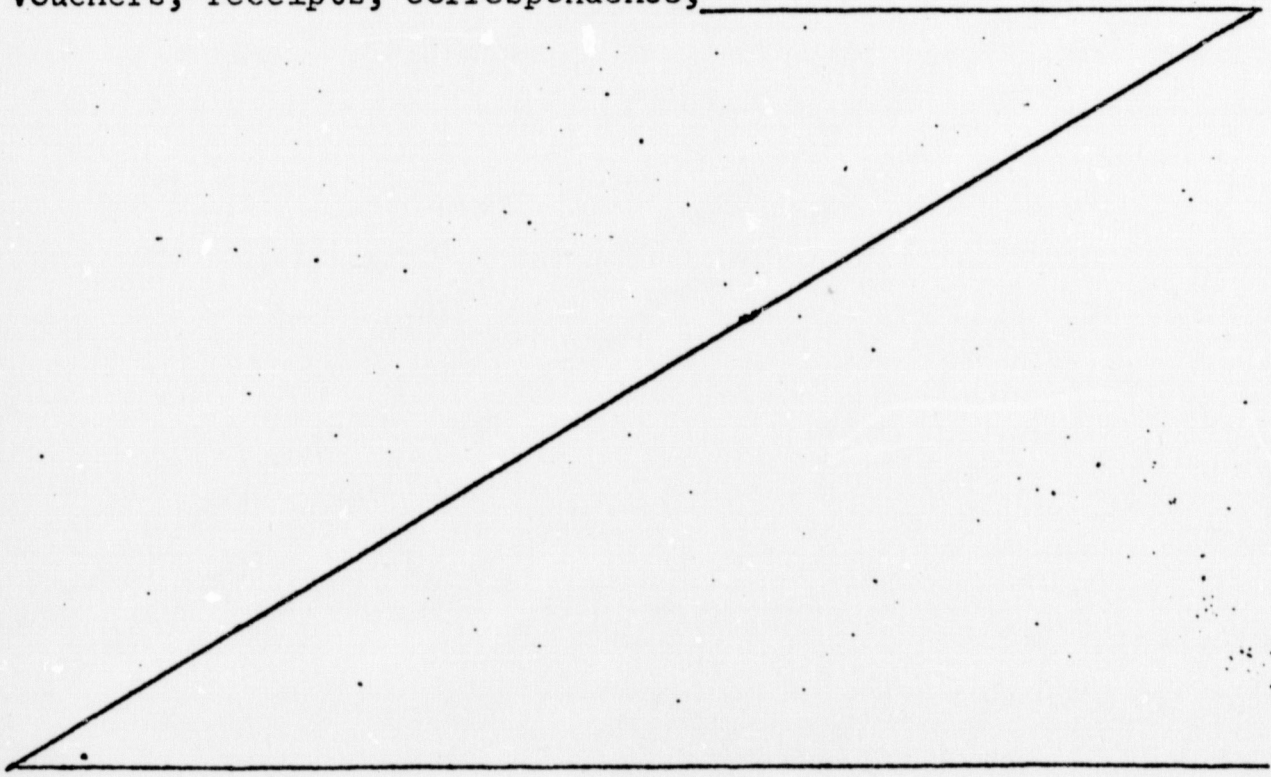
4. (a) As used herein, "Gross Receipts" means the gross sums received by VIA or VIA's designee, if any, from the exercise of Syndication Rights increased by the amount of any taxes withheld at the source.

(b) VIA shall furnish CBS accounting statements in such form as will be mutually agreed upon by VIA and CBS. VIA and CBS will enter into a more formal agreement setting forth the agreement between them with respect to the contents and timing of such statements and payments due thereunder.

(c) If VIA or its designated licensee shall be prohibited or restricted from making any payment hereunder by means of royalty, dividend or otherwise because of any law or regulation of any country, VIA shall promptly so notify CBS. VIA shall hold for CBS's account the amount thereof ("blocked funds"). At CBS's request, VIA shall promptly deposit such blocked funds to CBS's credit in a bank in such country designated by CBS, or shall promptly pay them to CBS's designee therein, and VIA shall promptly so notify CBS that such deposit or payment has been made. Such deposit or payment shall constitute payment hereunder. At the request of CBS, the Distribution Fees with respect

to blocked funds hereunder shall be deducted in the same currency as the Gross Receipts on which each of them shall be based.

5. (a) VIA will make available, during normal business hours, upon reasonable notice, at the same address required to be used hereunder for notices to VIA, accurate and complete books and records of all transactions relating to this Agreement, including, but not limited to, those relating to prints, the distribution of each Program and Program Series and all figures entering into all computations herein. Such books and records shall include, without being limited to, all applicable cash records, ledgers, shipping sheets, contracts, invoices, vouchers, receipts, correspondence,



and documents relating to currency transfers and exchange rates. All such items shall be kept on each Program and Program Series until two (2) years following the expiration or termination of VIA's right to exercise Syndication Rights therein, or until any dispute commencing prior to the expiration of such two (2) year period relating to such Program and/or Program Series shall have finally been determined, whichever shall be later. If such dispute shall be with a third party, VIA shall promptly notify CBS thereof.

(b) Upon reasonable notice, CBS (and each "CBS Obligee" designated by CBS in accordance with any CBS Restrictions) at any time(s) may, by its representatives, accountants, and/or designees, during regular business hours, have full access to and audit all such books and records, may make copies of any of the same, and may require VIA, its officers, employees, agents and representatives, to supply such relevant information as CBS and/or any CBS Obligee shall reasonably request.

6. (a) VIA shall indemnify and hold CBS, and all officers, directors, employees and agents of CBS, harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from the breach of any provision of this Agreement by VIA or from the broadcasting of any material other than the material contained in the Programs, which VIA or any licensee of VIA shall cause or authorize to be broadcast in connection with the Programs; provided, however, that CBS shall promptly notify VIA of any claim or litigation to which the

foregoing indemnity may apply, and that VIA shall assume and control the defense of any such claim or litigation, in which event, VIA's obligations with respect thereto shall be limited to the payment of any judgment or settlement approved by VIA in connection therewith and subject to CBS's concurrence therein as follows: CBS, in its sole discretion and at its own expense, may reasonably participate in any such defense in order to sanction any such judgment or settlement approved by VIA, which such sanction shall not be unreasonably withheld.

(b) CBS shall indemnify and hold VIA harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising in connection with any claim or action with respect to which CBS is entitled to indemnification by any other party pursuant to CBS's contractual arrangements referred to in paragraph 2 of this Agreement; provided, however, that VIA shall promptly notify CBS of any claim or litigation to which the foregoing indemnity may apply, and that CBS or its indemnitor may assume the defense of any such claim or litigation, in which event CBS's obligations with respect thereto shall be limited to the payment of any judgment, or settlement approved by CBS or its indemnitor, in connection therewith. In any event, CBS's liability pursuant to this subparagraph (b) shall be limited to an amount equal to the amount which CBS's indemnitor is required to pay hereunder.

(c) With respect to any Program referred to in paragraph 1 of this Agreement, which was produced by CBS, CBS shall indemnify

and hold VIA, all officers, directors, employees and agents of VIA, harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising from the broadcast of any material contained in such Program unless such material is subject to a CBS Restriction; provided, however, that VIA shall promptly notify CBS of any claim or litigation to which the foregoing indemnity may apply, and that CBS shall assume and control the defense of any such claim or litigation, in which event CBS's obligations with respect thereto shall be limited to the payment of any judgment or settlement approved by CBS, in connection therewith and subject to VIA's concurrence therein as follows: VIA, in its sole discretion and at its own expense may reasonably participate in any such defense in order to sanction any such judgment or settlement approved by CBS, which such sanction shall not be unreasonably withheld.

7. VIA shall use its diligent and vigorous efforts to license the Programs for broadcast throughout the world on the most advantageous terms possible and in accordance with all of the terms and conditions of this Agreement.

8. VIA shall not make or authorize any use of the Programs or prints thereof other than as specifically provided herein. Whenever VIA becomes aware of any use of the Programs or prints thereof other than as specifically provided herein, VIA shall immediately so notify CBS. VIA, in cooperation with CBS, shall take all feasible and reasonable steps to do whatever is necessary,

either by legal procedure or otherwise, to terminate such use of the Programs or prints thereof. Without limiting the generality of any other provision of this Agreement, VIA shall not do and shall not authorize the doing of anything which may impair the copyright in any Program or any portion of the same or CBS's or any CBS Partner's title to any negative.

9. VIA shall not have the right to cut, edit, alter or modify any Program except to make necessary repairs; provided, however, that

(i) VIA may dub the Programs in those languages which will enable VIA to exercise Syndication Rights in the Programs in the "Foreign Broadcast Area" (as that term is defined in Exhibit C); and

(ii) VIA may subject to CBS Restrictions make such cuts or deletions as are necessary to make the Programs conform to time segment requirements; VIA may add, or authorize the addition of, commercial matter to the Programs.

VIA will not delete or authorize the deletion of the copyright notice or any credits from any print, but any failure to broadcast credits due to unexpected lack of time, failure of technical or mechanical facilities or other cause of a similar nature beyond VIA's control, shall not constitute a breach of this Agreement. However, in the event any claim, damage or liability is asserted against CBS because of any such failure to broadcast, VIA shall indemnify and hold CBS harmless with respect thereto in accordance with the provisions of paragraph 6 in this Agreement.

10. (a) In the event that because of any government rule or regulation, or claim or litigation or the threat of litigation, CBS shall deem it necessary to withdraw any Program or Program Series from VIA under this Agreement, CBS will notify VIA thereof and VIA's rights shall be deemed revoked thereby with respect to such Program or Program Series. With respect to such revoked Programs and Program Series, VIA shall, forthwith, return to CBS all prints thereof and furnish to CBS an affidavit of destruction or loss of those not returned.

(b) Notwithstanding the provisions of subparagraph 10(a) hereof, VIA shall have the right, in lieu of withdrawal of any such Program or Program Series, to furnish CBS with an indemnity or bond as CBS, in its sole discretion, shall decide in the amount of any claim against CBS for monetary damages, if CBS's desire to withdraw any such Program or Program Series arises out of a claim, dispute or action arising out of a claim alleging breach of contract or any other cause for which the claimant is entitled solely to money damages and not to injunctive relief. Any such bond and the issue thereof furnished hereunder shall be subject to CBS's prior approval which shall not be unreasonably withheld.

11. (a) CBS makes no warranty with respect to non-dramatic performing rights in music in the Programs with respect to the broadcast thereof throughout the world, and VIA shall secure, or cause to be secured, at the sole cost and expense of VIA and/or

its licensees all television non-dramatic performing rights licenses necessary for the broadcasting throughout the world of all musical compositions contained in the Programs.

(b) Notwithstanding the provisions of subparagraph 11(a) hereof, CBS warrants that the non-dramatic performing rights in and to such musical compositions are:

(i) available for license through American Society of Composers, Authors and Publishers (ASCAP), or Broadcast Music, Inc. (BMI), SESAC Inc. or the performing rights society having jurisdiction in the territory in which said musical compositions are so performed;

(ii) in the public domain; or

(iii) controlled by CBS or for which CBS has acquired the necessary license.

CBS shall furnish VIA music cue sheets for each Program showing the name of each musical selection used in such Program, the composer (if known) and publisher (if any) thereof, the type of usage, the length of each such usage in footage or seconds, and the licensor of the synchronization and performing rights.

12. Nothing herein contained shall create any agency, association, partnership, or joint venture between the parties hereto, it being understood that each party hereto is performing

its services and other obligations as an independent contractor. It is expressly understood that all licensing agreements and all other contracts made by VIA in the performance of its obligations hereunder shall be made by it as principal, and not as the agent of CBS or CBS's Obligee, if any. Neither party hereto shall have the authority to bind the other or the other's representatives in any way. Neither party hereto shall hold itself out contrary to the terms of this paragraph 12, nor become liable by any contrary act or omission of the other party. This Agreement is not for the benefit of any third party.

13. VIA shall secure standard broadcast errors and omissions liability insurance acceptable to CBS insuring against the breach of any provision of this Agreement by VIA in exercising Syndication Rights including but not limited to broadcasting of any material other than the material contained in the Programs which VIA or any licensee of VIA shall cause or permit to be broadcast in connection with the Programs. Such insurance shall have standard coverage, including, but not limited to, coverage with respect to defamation, infringement of common law or statutory copyright, infringement of rights in material broadcast or in the manner of presentation thereof, infringement

of privacy rights, and unauthorized use of ideas, plots, characters, titles, or other materials, regardless of whether the claims or actions resulting therefrom shall t base on unjust enrichment, plagiarism, piracy, infringement, invasion of privacy rights, unfair competition, breach of implied contract, or otherwise. Such insurance shall have limits of $500,000 for any single occurrence and $1,000,000 for total losses in any one year.

14. The failure of either party to discharge any of its obligations hereunder because of: act of God; inevitable accident; fire, lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of government or governmental instrumentality (whether federal, state or local); or other cause of a similar or different nature beyond the control of such party shall not be deemed to be a breach of this Agreement.

15. Subject to all CBS Restrictions, VIA shall have the right to promote, publicize and advertise the broadcasts of the Programs and the Program Series authorized hereunder by normal methods, including the use of the names and likenesses of any person or persons appearing in the Programs; provided, however, that this right does not extend to the endorsement of any product or service by any such person.

16. VIA may not assign this Agreement or its rights granted hereunder without the prior written consent of CBS, and any such purported assignment shall be void. CBS may assign its rights hereunder in full or in part to any person, firm or corporation; provided, however, that no such assignment shall relieve CBS of any of its obligations hereunder.

17. A waiver by either party of any of the terms and conditions of this Agreement i any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

18. All notices and approvals required to be given hereunder shall be given in writing, either by personal delivery or by mail, cable or telegram at the respective addresses of the parties hereto, set forth above, or at such other address as may be designated in writing by registered mail by either party.

Notice given by mail, cable, or telegram shall be deemed given on the date of mailing thereof, or of delivery of such cable to a cable office, or of such telegram to a telegraph office, charges prepaid or to be billed.

19. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York applicable to contracts performed entirely therein.

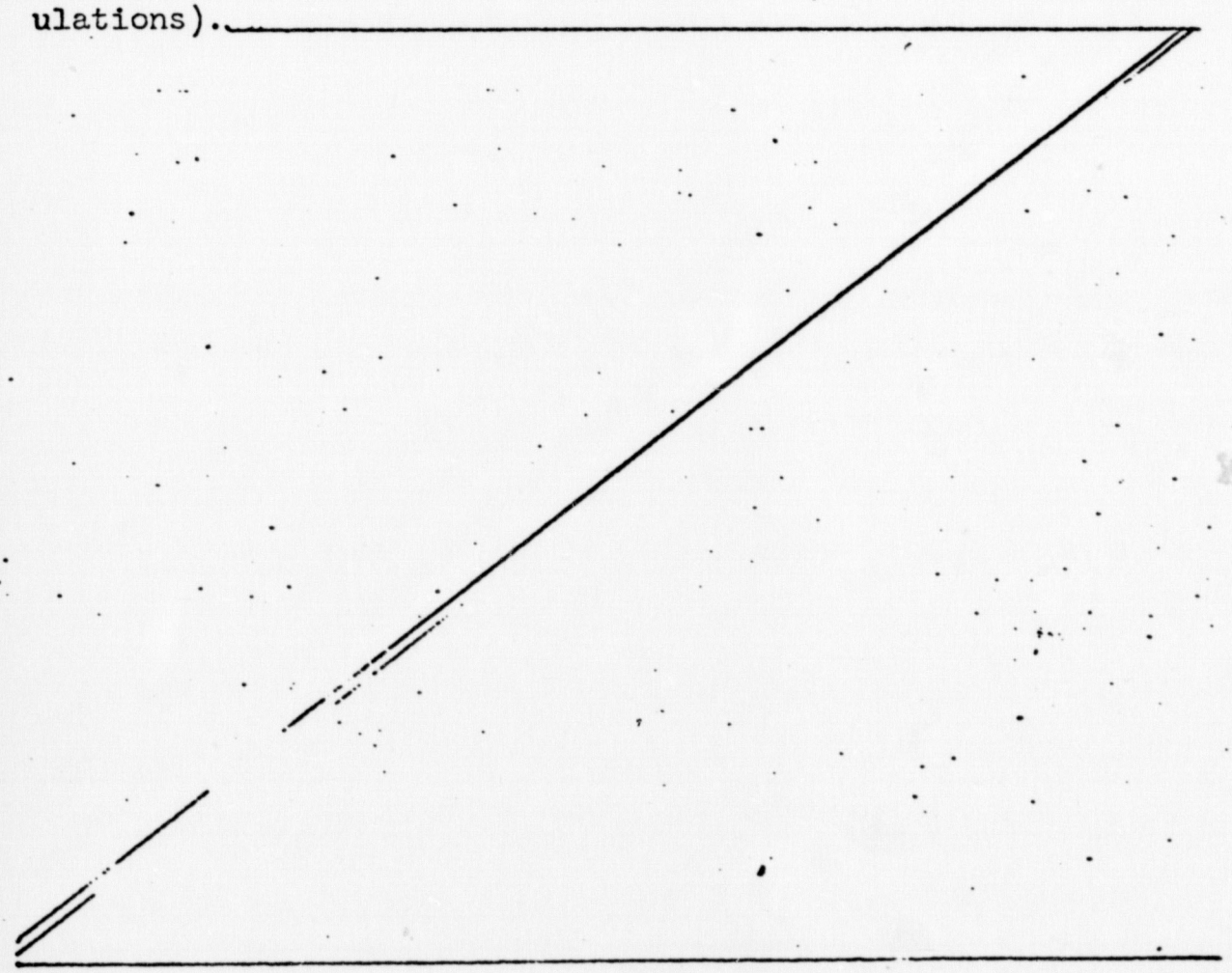
20. In order to enable VIA to perform its obligations under Section 317 of the Federal Communications Act concerning broadcast matter and disclosures relating thereto, CBS shall, in advance of the broadcast hereunder of any Program, disclose to VIA any information of which CBS has knowledge, or which has been disclosed to CBS, concerning the inclusion of any matter in any such Program for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, CBS, or any employee of CBS or any other person with whom CBS deals in connection with the production or preparation of such Program or any element thereof. As used in this paragraph, the term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in, or in connection with, any of the Programs "unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast", as such terms are used in Section 317 of the Federal

Communications Act. The provisions of this paragraph requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Federal Communications Commission under Section 317(d) of the Federal Communications Act, an announcement is not required to be made under the said Section 317. The inclusion in any such Program of the announcement required by the said Section 317 shall constitute the disclosure to VIA required by this paragraph.

21. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement.

22. The respective rights, if any, of the parties hereto in or with respect to any ideas, methods, characters, characterizations, locales, plots, incidents, titles, and formats, any expression or treatment of any of the foregoing, and any other elements shall not be affected (except as provided herein) by the existence of this Agreement or the exercise of any rights pursuant thereto, it being the intention of the parties to maintain at all times for themselves, subject to this Agreement, the same freedom with respect to all of the same that the parties have had heretofore and may have hereafter, without the obligation of making any additional payment to the other party.

22A. VIA agrees to comply with all lawful orders of the Federal Communications Commission and to take whatever action CBS may reasonable deem to be necessary, by way of amending this contract or otherwise, to assure that VIA will not be controlled by or be under common control with CBS and that CBS and VIA will not otherwise be operated in violation of the FCC's syndication and CATV cross-ownership rules (Sections 73.658(j)(1)(i) and 74.1131 of the FCC's Rules and Regulations).



23. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and this Agreement cannot be changed or terminated orally.

24. The computations in paragraph 3 hereof shall be made purely on a per Program Series basis, separately from the computations for any other Program Series and the deduction of any Distribution Fee together with the recoupment of Direct Distribution Costs for any Program Series shall depend on the extent to which Gross Receipts for the same Program Series shall be sufficient therefor.

25. CBS and VIA shall each execute, acknowledge and deliver to the other, or procure the execution, acknowledgment and delivery to the other, of any and all further assignments, agreements and instruments necessary or expedient to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CBS TELEVISION NETWORK
A Division of Columbia
Broadcasting System, Inc.

By _____

VIACOM ENTERPRISES
A Division of Viacom
International Inc.

By _____

EXHIBIT A

(Attached to and forming part of the Agreement between CBS Television Network ("CBS") and Viacom Enterprises ("VIA") dated as of December 31, 1970)

I. In addition to the terms and conditions set forth on pages 1 through 23, inclusive, of this Agreement, the following terms and conditions govern the exercise of Syndication Rights by VIA in the Programs described in subparagraph I(b) of this Exhibit A in each state (including the District of Columbia) of the United States, together with its territories and possessions ("the United States Broadcast Area"):

(a) Distribution Fees: For the performance by VIA of its obligations hereunder, VIA shall withhold and retain from the Gross Receipts:

(i) ten percent (10%) of all Gross Receipts derived from "national sales" (as hereinafter defined);

(ii) twenty-five percent (25%) of all Gross Receipts derived from "regional sales" (as hereinafter defined);

(iii) forty percent (40%) (unless noted differently in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D) of all gross receipt derived from "local sales" (as hereinafter defined).

EXHIBIT A Continued

As used in this subparagraph (a) the term

(iv) "national sales" means each license of the Programs for broadcast in a portion of the United States Broadcast Area which includes fifty percent (50%) or more of the television homes then located in the United States Broadcast Area;

(v) "regional sales" means each license of the Program for broadcast over eleven (11) or more television stations in a portion of the United States Broadcast Area which includes less than fifty percent (50%) of the television homes then located in the United States Broadcast Area;

(vi) "local sale" means each license of the Programs for broadcast over less than eleven (11) television stations in a portion of the United States Broadcast Area which includes less than fifty percent (50%) of the television homes in the United States Broadcast Area.

(b) Programs: This Exhibit A shall apply to each Program in those Program Series and other Programs listed in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D.

(c) Covenants and Warranties: In order to fulfill, among other things, CBS's responsibilities to each CBS Obligee as set forth in any CBS Restriction and with a view to maximizing the amount of Net Balance Due payable by VIA to CBS hereunder,

EXHIBIT A Continued

CBS retains the right to discuss with VIA the number of "runs" (as used herein, "run" or "runs" shall have the same meaning as is defined in the applicable union or collective bargaining agreements) of each Program hereunder in the United States Broadcast Area. Said right of discussion is retained in order to prevent the aggregate of residual(s) due being in an amount which would reduce substantially or eliminate any Net Balance Due payable by VIA to CBS in accordance with all of the terms hereof. Accordingly, with respect to each Program and/or Program Series, when CBS notifies VIA that all network broadcasts thereof utilizing the facilities of the CBS Television Network are completed, such Program and/or Program Series is automatically available to VIA for exercise of Syndication Rights hereunder and in connection therewith VIA covenants and warrants:

(i) VIA will discuss with CBS the terms and conditions of the first exercise of Syndication Rights and in the event that after such discussion, CBS in its reasonable and good faith business judgment advises VIA that it believes that such first exercise of Syndication Rights will result in CBS being put in a loss position with respect thereto, VIA will not commence such first exercise of Syndication Rights unless VIA guarantees to CBS that it will hold CBS harmless from any loss resulting from such first exercise of Syndication Rights by reason of the aggregate of any residual due exceeding any Net Balance

EXHIBIT A Continued

Due therefrom; and

(ii) VIA shall account to CBS with respect to VIA's guarantee set forth in subdivision I(c)(i) hereof no later than a date which is three (3) years after the date of the first syndicated broadcast of the Program and/or Program Series.

EXHIBIT B

(Attached to and forming part of the Agreement between CBS Television Network ("CBS") and Viacom Enterprises ("VIA"), dated as of December 31, 1970.)

I. In addition to the terms and conditions set forth in pages 1 through 23, inclusive, of this Agreement, the following terms and conditions govern the exercise of Syndication Rights by VIA in the Programs described in subparagraph I(b) of this Exhibit B in the Dominion of Canada (the "Canadian Broadcast Area"):

(b) Distribution Fees:

(i) VIA shall deduct and retain twenty-five percent (25%) (unless noted differently in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D) of all Gross Receipts received from each license of a film Program to the full Canadian Broadcasting Corporation ("CBC") Network, or full CBC Metronet or to the full Canadian Television Corporation ("CTV") Network for a national English-language broadcast;

(ii) VIA shall deduct and retain forty percent (40%) (unless noted differently in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D) of all other Gross Receipts;

provided, however, that CBS will continue its present practice of arranging for the extension of United States Broadcast Area network broadcasts of live and video tape Programs by licenses of such Programs to the full CBC Network or full CBC Metronet

EXHIBIT B Continued

or to the full CTV Network for a national English-language broadcast or to the French-language network of the CBC. Accordingly, VIA shall be entitled to no Distribution Fee with respect to such network extension broadcasts of live and video tape Programs.

(b) Programs: This Exhibit B shall apply to each Program in those Program Series and other Programs listed in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D.

(c) Residuals: VIA and CBS agree that for the purpose of ascertaining when a residual is due and payable because of the broadcast of any Program covered by the terms of this Agreement, a broadcast of any such Program in the Canadian Broadcast Area shall be deemed to be a broadcast in the United States Broadcast Area. VIA will not license a Program for a number of runs in the Canadian Broadcast Area in excess of runs of such Program in the United States Broadcast Area unless VIA guarantees to CBS that it will hold CBS harmless from any loss resulting from any increase in residuals due because of such excess runs in the Canadian Broadcast Area.

(d) Release of Live and Video Tape Programs: In order to afford VIA a reasonable time to arrange broadcast licenses of live and video tape Programs prior to such Programs' initial broadcast on the CBS Television Network in the United States

EXHIBIT B Continued

Broadcast Area, CBS will notify VIA in a timely and expeditious manner whether CBS intends to make a CBS Television Network extension broadcast of such Programs in the Canadian Broadcast Area. If CBS does not intend to make such a network extension broadcast, such live and video tape Programs are automatically immediately available to VIA for exercise of Syndication Rights hereunder. If VIA chooses not to exercise Syndication Rights therein, CBS retains the right to make subsequent CBS Television Network extension broadcasts of such live or video tape Programs. If CBS makes a network extension broadcast on CBC Metronet of any Program, CBS shall promptly release such Program to VIA for syndicated broadcasts in other Canadian markets.

(e) Accounting: With respect to each Program Series and other Programs produced for original broadcast on film and for which VIA acquires Syndication Rights in the Canadian Broadcast Area hereunder and which such Program Series and/or other Program are dubbed into the French language, the following shall govern the accounting therefor:

(i) VIA shall account to CBS (in accordance with all of the terms and conditions of this Agreement) on a French language basis only;

(ii) VIA shall not, anything contained in this Agreement in paragraph 3 to the contrary notwithstanding, deduct or retain from any Gross Receipts received from any license for the French language broadcast of such Program Series and/or other Program any Distribution Fee until such time as first costs have been

EXHIBIT B Continued

realized (as used herein with respect to any Program Series and/or other Program, "first costs" have been realized when the amount of Gross Receipts realized from exercise of Syndication Rights is equal to the amount of Direct Distribution Costs, if any, and CBS Costs, if any, applicable against such Gross Receipts) from such licenses. At such time as first costs have been realized from such licenses, VIA shall retain any Gross Receipts in excess of first costs until such time as the amount thereof retained shall equal the Distribution Fee set forth in subparagraph I(a) of this Exhibit B. Thereafter, as Gross Receipts are received, VIA shall be entitled to deduct and retain VIA's full, applicable Distribution Fee therefor so long as the total of any additional Direct Distribution Costs and CBS Costs is not in excess of an amount which is equal to the difference between such additional Gross Receipts and the applicable Distribution Fee. Of course, the amount by which Gross Receipts exceeds the total amount of CBS Costs, Direct Distribution Costs and VIA's applicable Distribution Fee constitutes Net Balance Due hereunder and shall be payable to CBS by VIA pursuant to subparagraph 3(h) hereof.

EXHIBIT C

(Attached to and forming part of the Agreement between CBS Television Network ("CBS") and Viacom Enterprises ("VIA"), dated as of December 31, 1970.)

I. In addition to the terms and conditions set forth in pages 1 through 23, inclusive, of this Agreement, the following terms and conditions govern the exercise of Syndication Rights by VIA in the Programs described in subparagraph I(b) of this Exhibit C in all areas of the world except the United States Broadcast Area and the Canadian Broadcast Area (called herein the "Foreign Broadcast Area").

(a) Distribution Fee: In accordance with the Distribution Fees listed in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D, VIA shall deduct and retain the applicable percentage of all Gross Receipts received from each license of the Programs pursuant to an agreement under which the Programs are to be broadcast by means of a syndicated broadcast in any part of the Foreign Broadcast Area.

(b) Programs: This Exhibit C shall apply to each Program in those Program Series and other Programs listed in paragraph I of Exhibit D and in any notice hereafter given by CBS to VIA in accordance with the terms of paragraph II of Exhibit D.

(c) Accounting For Video Tape Programs: With respect to each Program Series and other Programs produced for original

EXHIBIT C Continued

broadcast live or on video tape and to which VIA acquires Syndication Rights in the Foreign Broadcast Area hereunder, the following shall govern the accounting therefor:

(i) VIA shall account to CBS (in accordance with all of the terms of this Agreement) on an "area" basis (as that term is defined in the then current AFTRA Code);

(ii) VIA shall not, anything contained in this Agreement in paragraph 3 to the contrary notwithstanding, deduct or retain from any Gross Receipts received from any area any Distribution Fee until such time as first costs have been realized from such area. At such time as first costs have been realized from such area, VIA shall retain any Gross Receipts in excess of first costs until such time as the amount thereof retained shall equal the Distribution Fee set forth in subparagraph I(a) of this Exhibit C. Thereafter, as Gross Receipts are received, VIA shall be entitled to deduct and retain VIA's full, applicable Distribution Fee therefor so long as the total of any additional Direct Distribution Costs and CBS Costs is not in excess of an amount which is equal to the difference between such additional Gross Receipts and the applicable Distribution Fee. Of course, the amount by which Gross Receipts exceeds the total amount of CBS Costs,

EXHIBIT C Continued

Direct Distribution Costs and VIA's applicable Distribution Fee constitutes Net Balance Due hereunder and shall be payable to CBS by VIA pursuant to subparagraph 3(h) hereof.

(d) Accounting For Film Programs: With respect to each Program Series and other Programs produced for original broadcast on film and for which VIA acquires Syndication Rights in the Foreign Broadcast Area hereunder and which such Program Series and/or other Program are to be dubbed into a foreign language, the following shall govern the accounting therefor:

(i) VIA shall account to CBS (in accordance with all of the terms and conditions of this Agreement) on a language-by-language basis;

(ii) if future applicable union agreements require incurring of residuals due and payable by either VIA or CBS because of such exercise of Syndication Rights in the Foreign Broadcast Area, VIA and CBS will at that time agree upon a satisfactory method of accounting therefor.

EXHIBIT D

(Attached to and forming a part of the Agreement between CBS Television Network ("CBS") and Viacom Enterprises ("VIA") dated as of December 31, 1970.)

I. The following are the Programs and/or Program Series CBS's rights to which were assigned to VIA pursuant to paragraph 1 hereof:

Schedule I attached hereto: Domestic.

Schedule II attached hereto: Foreign (excluding Canada).

Schedule III attached hereto: Canada.

II. In addition to the Programs and/or Program Series listed in the schedules to paragraph I of this Exhibit D, CBS shall assign, transfer and convey to VIA in accordance with all of the terms and conditions of this Agreement (and subject at all times to all CBS Restrictions), such rights as CBS may possess (if any) to exercise Syndication Rights in those Programs and/or Program Series to which CBS acquires such rights and which Programs and/or Program Series are initially broadcast over the CBS Television Network hereafter during the 1970-1971 Broadcast Season or during the 1971-1972 Broadcast Season. CBS shall notify VIA with respect to each such Program and/or Program Series described in this paragraph II, and such notice shall constitute assignment, transfer and conveyance pursuant to the preceding sentence.

III. With respect to those CBS News and Public Affairs broadcasts (except Newsfilm and regularly scheduled daily hard

news broadcasts such as THE CBS EVENING NEWS WITH WALTER CRONKITE and continuous coverage of news events such as Political Conventions, Apollo Moon Shots and Elections) listed on Schedules I, II and III of paragraph I of this Exhibit D, herein "News and Public Affairs broadcasts" which are initially broadcast over the CBS Television Network hereafter during the 1970-1971 Broadcast Season or thereafter during the subsequent period ending June 30, 1972, CBS hereby assigns, transfers and conveys to VIA whatever rights CBS may have or may hereafter possess to exercise Syndication Rights throughout the world.

SCHEDULE I

PROGRAM SERIES - DOMESTIC

Film Series released in Domestic Syndication

	DISTRIBUTION FEE - LOCAL
ALVIN	35
DECEMBER BRIDE	35
DEFENDERS	35
GENTLE BEN	40
HAVE GUN WILL TRAVEL	35
HONEYMOONERS (1/2 hour)	35
I LOVE LUCY	35
LINEUP	35
MARSHALL DILLON	35
MILLIONAIRE	35
OUR MISS BROOKS	35
PERRY MASON	35
PETTICOAT JUNCTION	35
RAWHIDE	35
RENDEZVOUS	35
RICHARD DIAMOND	35
PHIL SILVERS SHOW	35
TRACKDOWN	35
TRUE THEATRE	35
TWILIGHT ZONE (1/2 hour and 1 hour)	35
WILD, WILD WEST	35
WORLD OF GIANTS	35

1959

SCHEDULE I

PROGRAM SERIES - DOMESTIC

Tape Series released in Domestic Syndication

NONE

1000

SCHEDULE I

SPECIALS

Film Specials released for Domestic Syndication

NONE

NEWS AND PUBLIC AFFAIRS

Film News and Public Affairs Programs released for Domestic Syndication

	DISTRIBUTION FEE - LOCAL
AIR POWER	35
TWENTIETH CENTURY	35

SPECIALS

Tape Specials released for Domestic Syndication

NONE

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affairs Programs released for Domestic Syndication

NONE

PROGRAM SERIES - DOMESTIC

Film Series not released in domestic syndication

	DISTRIBUTION FEE - LOCAL
ARCHIE/SABRINA	40
BAILEYS OF BALBOA	35
BEVERLY HILLBILLIES	35
CIMARRON STRIP	40
TIM CONWAY SHOW (1/2 hour)	40
CORONET BLUE	40
DUNDEE & CULHANE	40
FOR THE PEOPLE	40
GLOBETROTTERS (cartoons)	35
GOOD GUYS	40
GOVERNOR & J.J.	40
GREAT ADVENTURE	35
GUNSLINGER	35
GUNSMOKE	35
HANNA BARBERA CARTOONS	35
Frankenstein Jr.	
Space Ghosts	
Herculoids	
Shazzan	
Moby Dick	
HAWAII FIVE-O	40
HE & SHE	40
HOGAN'S HEROES	35
HOTEL DE PAREE	35
LUCI DESI JUMBO	35
MARY TYLER MOORE	40
MR. BROADWAY	35
MY THREE SONS	35
NURSES	35
OH THOSE BELLS	35
RUN BUDDY RUN	40
STOREFRONT LAWYERS	40
THE QUEEN & I	35
THE REPORTER	35
CARA WILLIAMS SHOW	35

SCHEDULE I

PROGRAM SERIES - DOMESTIC

Tape Series not released in domestic syndication

DISTRIBUTION FEE - LOCAL

CAROL BURNETT SHOW	40
HEE HAW	40
LOVE IS A MANY SPLENDORED THING	35
WHERE THE HEART IS	35
JONATHAN WINTERS SHOW	40
WITNESS	35

SPECIALS

Film Specials not released for Domestic Syndication

	DISTRIBUTION FEE - LOCAL
FISHERMAN'S WORLD	35
CBS CHILDREN'S HOUR	35
Toby	
J.T.	
Summer Is Forever	

NEWS AND PUBLIC AFFAIRS

Film News and Public Affairs Programs not released for Domestic Syndication

	DISTRIBUTION FEE - LOCAL
ADVENTURE	35
TWENTY FIRST CENTURY	35

SPECIALS

Tape Specials not released for Domestic Syndication

	DISTRIBUTION FEE - LOCAL
AAU TRACK & FIELD	30
CBS GOLF CLASSIC	40
HARLEM GLOBETROTTERS (1 hour)	40
DON KNOTTS SPECIAL	40
SOUPY SALES SPECIAL	40
CBS PLAYHOUSE	40
The Final War of Olly Winters	
Do Not Go Gentle Into That Good Night	
Dear Friends	
My Father and My Mother	
The People Next Door	
Saturday Adoption	
The Experiment	
The Day Before Sunday	
Appalachian Autumn	
Sad Bird	
Secrets	
Shadow Game	

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affairs Programs not released for Domestic Syndication

	DISTRIBUTION FEE - LOCAL
CBS NEWS SPECIALS (selected)	35
CBS REPORTS	35
FACE THE NATION	35
LAMP UNTO MY FEET (religious)	35
LOOK UP & LIVE (religious)	35
SIXTY MINUTES (segments)	35
WHO, WHAT, WHERE, WHEN, WHY	35

SCHEDULE II

PROGRAM SERIES - FOREIGN (EXCLUDING CANADA)

Film Series released in Foreign Syndication

TITLE	FOREIGN DISTRIB. FEE
ALVIN	35
ARCHIE/SABRINA	40
BAILEYS OF BALBOA	40
BEVERLY HILLBILLIES	40
CIMARRON STRIP	40
TIM CONWAY SHOW (1/2 hour)	40
CORONET BLUE	40
DECEMBER BRIDE	35
DEFENDERS	35
DUNDEE & CULHANE	40
FOR THE PEOPLE	40
GENTLE BEN	35
GET SMART	40
GLOBETROTTER (cartoons)	40
GOOD GUYS	40
GOVERNOR & J.J.	40
GREAT ADVENTURE	40
GUNSLINGER	40
GUNSMOKE	35
HANNA BARBERA CARTOONS	35
Frankenstein Jr.	
Space Ghosts	
Herculoids	
Shazzan	
Moby Dick	
HAVE GUN WILL TRAVEL	35
HAWAII FIVE-O	40
HE & SHE	40
HOGAN'S HEROES	40
HONEYMOONERS (1/2 hour)	40
HOTEL DE PAREE	40
I LOVE LUCY	40
LINEUP	40
LUCI DESI JUMBO	35
MARSHALL DILLON	35
MARY TYLER MOORE	40
MILLIONAIRE	40
MR. BROADWAY	40
MY THREE SONS	40

SCHEDULE II

PROGRAM SERIES - FOREIGN (EXCLUDI.. CANADA)

Film Series released in Foreign Syndication

TITLE (Continued)	FOREIGN DISTRIB. FEE
NURSES	35
OH THOSE BELLS	40
OUR MISS BROOKS	40
PERRY MASON	35
PETTICOAT JUNCTION	40
RAWHIDE	40
RENDEZVOUS	40
RICHARD DIAMOND	35
RUN BUDDY RUN	40
PHIL SILVERS SHOW	40
SLATTERY'S PEOPLE	40
STOREFRONT LAWYERS	40
THE QUEEN & I	40
THE REPORTER	40
TRACKDOWN	35
TRIALS OF O'BRIEN	40
TRUE THEATRE	40
TWILIGHT ZONE (1/2 hour and 1 hour)	40
WILD, WILD WEST	40
CARA WILLIAMS SHOW	40
WORLD OF GIANTS	35

SCHEDULE II

PROGRAM SERIES - FOREIGN (EXCLUDING CANADA)

Tape Series released in Foreign Syndication

TITLE	FOREIGN DISTRIB. FEE
CAROL BURNETT SHOW	40
JACKIE GLEASON SHOW	35
HEE HAW	40
LOVE IS A MANY SPLENDORED THING	40
WHERE THE HEART IS	40
JONATHAN WINTERS SHOW	40
WITNESS	35
YOUNG PEOPLE'S CONCERTS	17-1/2

SCHEDULE II

SPECIALS

Film Specials released for Foreign Syndication

TITLE	FOREIGN DISTRIB. FEE
FISHERMAN'S WORLD	35
CBS CHILDREN'S HOUR	40
Toby	
J.T.	
Summer Is Forever	

NEWS AND PUBLIC AFFAIRS

Film News and Public Affairs Programs released for Foreign Syndication

TITLE	FORFIGN DISTRIB. FEE
ADVENTURE	35
AIR POWER	35
TWENTIETH CENTURY	35
TWENTY FIRST CENTURY	35

SCHEDULE II

SPECIALS

Tape Specials released in foreign Syndication

TITLE	FOREIGN DISTRIB. FEE
AAU TRACK & FIELD	30
CBS GOLF CLASSIC	40
CINDERELLA	35
HARLEM GLOBETROTTERS (1 hour)	40
KENTUCKY DERBY	40
DON KNOTTS SPECIAL	40
NATIONAL HOCKEY LEAGUE	35
NFL FOOTBALL	40
PREAKNESS	40
SOUPY SALES SPECIAL	40
SPOON RIVER	40
U.S. OPEN TENNIS	40
BEETHOVEN SPECIAL	35
CBS PLAYHOUSE	40
The Final War of Olly Winters	
Do Not Go Gentle Into That Good Night	
Dear Friends	
My Father and My Mother	
The People Next Door	
Saturday Adoption	
The Experiment	
The Day Before Sunday	
Appalachian Autumn	
Sad Bird	
Secrets	
Shadow Game	

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affairs Programs released for Foreign Syndication

TITLE	FOREIGN DISTRIB. FEE
CBS NEWS SPECIALS (selected)	40
CBS REPORTS	40
FACE THE NATION	40
LAMP UNTO MY FEET (religious)	40
LOOK UP AND LIVE (religious)	40
SIXTY MINUTES (segments)	40
WHO, WHAT, WHERE, WHEN, WHY	40

SCHEDULE II

PROGRAM SERIES - FOREIGN (EXCLUDING CANADA)

Film Series not released in Foreign Syndication

NONE

SCHEDULE II

PROGRAM SERIES - FOREIGN (EXCLUDING CANADA)

Tape Series not released in Foreign Syndication

NONE

SCHEDULE II

SPECIALS

Film Specials not released for Foreign Syndication

NONE

NEWS AND PUBLIC AFFAIRS

Film News and Public Affairs Programs not released for Foreign Syndication

NONE

SCHEDULE II

SPECIALS

Tape Specials not released for Foreign Syndication

NONE

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affairs Programs not released for Foreign Syndication

NONE

SCHEDULE III

PROGRAM SERIES - CANADA

Film Series released in syndication for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	CANADIAN NETWORK SALE
ALVIN	35	35
ARCHIE/SABRINA	40	40
BAILEYS OF BALBOA	40	40
BEVERLY HILLBILLIES	40	25
CIMARRON STRIP	40	40
TIM CONWAY SHOW (1/2 hour)	40	40
CORONET BLUE	40	40
DECEMBER BRIDE	35	25
DEFENDERS	35	35
DUNDEE & CULHANE	40	40
FOR THE PEOPLE	40	40
GENTLE BEN	35	25
GET SMART	35	20
GLOBETROTTERS (CARTOONS)	40	40
GOOD GUYS	40	40
GOVERNOR & J.J.	40	40
GREAT ADVENTURE	35	25
GUNSLINGER	35	25
GUNSMOKE	35	25
HANNA BARBERA CARTOONS Frankenstein Jr. Space Ghosts Herculoids Shazzan Moby Dick	35	25
HAVE GUN WILL TRAVEL	35	35
HAWAII FIVE-O	40	25
HE & SHE	40	40
HOGAN'S HEROES	40	25
HONEYMOONERS (1/2 hour)	35	25
HOTEL DE PAREE	35	25
I LOVE LUCY	35	25
LINEUP	35	25
LUCY DESI JUMBO	35	25
MARSHALL DILLON	35	25
MARY TYLER MOORE	40	25
MILLIONAIRE	35	25

PROGRAM SERIES - CANADA

Film Series released in syndication for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	CANADIAN NETWORK SALE
MR. BROADWAY	40	40
MY THREE SONS	40	40
NURSES	35	35
OH THOSE BELLS	40	25
OUR MISS BROOKS	35	25
PERRY MASON	35	35
PETTICOAT JUNCTION	40	25
RAWHIDE	35	25
RENDEZVOUS	35	25
RICHARD DIAMOND	35	35
RUN BUDDY RUN	40	40
PHIL SILVERS SHOW	35	25
SLATTERY'S PEOPLE	40	40
STOREFRONT LAWYERS	40	25
THE QUEEN AND I	40	40
THE REPORTER	40	40
TRACKDOWN	35	35
TRIALS OF O'BRIEN	40	40
TRUE THEATRE	40	40
TWILIGHT ZONE (1/2 hour and 1 hr.)	35	25
WILD WILD WEST	40	25
CARA WILLIAMS SHOW	40	40
WORLD OF GIANTS	35	35

PROGRAM SERIES - CANADA (EXCLUDING CANADIAN NETWORK) AND CANADIAN NETWORK

Tape Series released in syndication
for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	Canadian Network Sale
WITNESS	35	35

SPECIALS

Film Specials released in syndication for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	Canadian Network Sale
FISHERMAN'S WORLD	35	25
CBS CHILDREN'S HOUR	40	25
Toby		
J.T.		
Summer Is Forever		

NEWS AND PUBLIC AFFAIRS

Film News and Public Affairs Programs released in syndication for Canada

ADVENTURE	35	35
AIR POWER	35	35
TWENTIETH CENTURY	35	35
TWENTY FIRST CENTURY	35	35

SPECIALS

Tape Specials released in syndication in Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	CANADIAN NETWORK SALE
CINDERELLA	35	35

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affairs Programs released in syndication for Canada

CBS NEWS SPECIALS (selected	40	25
CBS REPORTS	40	25
SIXTY MINUTES (segments)	40	25

PROGRAM SERIES - CANADA (EXCLUDING CANADIAN NETWORK) AND CANADIAN NETWORK

Film Series not released in syndication for Canada

NONE

PROGRAM SERIES - CANADA (EXCLUDING CANADIAN NETWORK) AND CANADIAN NETWORK

Tape Series not released in syndication for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	CANADIAN NETWORK SALE
CAROL BURNETT SHOW	40	25
JACKIE GLEASON SHOW	35	25
HEE HAW	40	20
LOVE IS A MANY SPLENDORED THING	40	25
WHERE THE HEART IS	40	25
JONATHAN WINTERS	40	40
YOUNG PEOPLE'S CONCERTS	17-1/2	17-1/2

SPECIALS

Film Specials not released in syndication for Canada

NONE

NEWS AND PUBLIC AFFAIRS

Film News and Public Affair Programs not released in syndication for Canada

NONE

SPECIALS

Tape Specials not released in syndication for Canada

TITLE	CANADIAN DISTRIBUTION FEE Syndication Sales	CANADIAN NETWORK SALE
AAU TRACK & FIELD	30	30
CBS GOLF CLASSIC	40	40
HARLEM GLOBETROTTERS (1 hr.)	40	40
KENTUCKY DERBY	40	40
DON KNOTTS SPECIAL	40	40
NATIONAL HOCKEY LEAGUE	40	40
PREAKNESS	40	40
SOUPY SALES SPECIAL	40	40
SPOON RIVER	40	40
U.S. OPEN TENNIS	40	40
BEETHOVEN SPECIAL	35	35
CBS PLAYHOUSE	40	40
The Final War of Olly Winters		
Don Not Go Gentle Into That Good Night		
Dear Friends		
My Father and My Mother		
The People Next Door		
Saturday Adoption		
The Experiment		
The Day Before Sunday		
Appalachian Autumn		
Sad Bird		
Secrets		
Shadow Game		

NEWS AND PUBLIC AFFAIRS

Tape News and Public Affair Programs not released in syndication for Canada

FACE THE NATION	40	25
LAMP UNTO MY FEET (religious)	40	25
LOOK UP & LIVE (religious)	40	25
WHO, WHAT, WHERE, WHEN, WHY	40	25

Service of 1 copies of the
within EXHIBITS (2 Vol.) is hereby
admitted this 9th day of
AUG 19 74
Signed James F. Dawe
Attorney for Plaintiffs-Appellees

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